

# TROPICAL

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## BLACK LABEL™ CLAD CLIP™ RAIN SCREEN CLIP 25 YEAR LIMITED WARRANTY

Tropical Forest Products (TFP), hereafter "Warrantor", warrants that Clad Clip™ Cladding fastener System

- When originally purchased directly or from TFP or an authorized Black Label™ Clad Clip™ distributor, dealer or contractor.
- When both Clad Clips and Fasteners have been purchased from TFP or an authorized Black Label™ Dealer.
- When TFP has been paid in full for the purchase of the Clad Clip™ System,
- When used in normal residential and commercial applications and service conditions,
- When the surface to which the Clad Clip™ System is installed has been properly prepared and the Cladding Product has been installed properly and in accordance with TFP Black Label™ Rain Screen installation guidelines, including, without limitation, proper application and use of all barriers and flashings, such as for water, moisture, thermal, bird, insect and rodent barriers.
- When no alterations have been made to the mounting system without the prior written approval of TFP,
- When the Cladding Product and the Mounting System has been installed with proper unobstructed airflow at the bottom footing and at the top flashing of the Cladding Product and the Mounting System,

will be free from manufacturers defects for a period of 25 years from the date of completion of the product installation.

This warranty does not cover and TFP shall not be liable for the following...

- Damage caused by natural change in physical properties of the Rain Screen Cladding beyond control of the product.
- Defects or failures of the Sheathing Products or any other materials other than the clips themselves.
- Damage to the Mounting System or Cladding Product resulting from an unstable substructure, improper design and/or improper installation by any third party.
- Any and all in, ground contact or submersed applications of the Mounting System or Cladding Products.
- Any claims made later than 5 days after first notice of Mounting System failure.
- Any claims where buyer has not secured a third party licensed design professionals determination of suitability of the Mounting System and Cladding for the intended application.

Warrantor does not warrant that, and Purchaser is solely responsible for, determining whether the Mounting System, Cladding Products, fasteners and any and all other building materials used in conjunction with the mounting system meet the requirements of any applicable design, safety code or similar regulation. Warrantor shall not be liable for installation, removal, reinstallation, equipment, disposal, freight, labor, profits, revenues, down time, demurrage, detention, repair, inconvenience, costs or for any indirect, punitive, exemplary or consequential damages of any kind whatsoever including but not limited to personal liability, injury or death.

Tropical Forest Products, its agents, employees or contractors reserve the right to inspect the installation, products and applications. Purchaser's sole remedy for any claim whatsoever, whether in contract, warranty, tort, or strict liability, arising from the use, storage or possession of Vanish Rain Screen Clips including without limitation any claim that Vanish Rain Screen Clips failed to perform as warranted above, shall only be the replacement of the specific Clad Clips™ and or Fasteners that were affected.

No person or entity is authorized by Warrantor to make, and Warrantor shall not be bound by, any statement of representation as to the quality or performance of Black Label™ Clad Clips other than contained in this warranty.

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THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES WITH RESPECT TO BLACK LABEL™ CLAD CLIPS, AND THERE ARE NO OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IS NON-TRANSFERABLE.

To initiate the claim process, the owner must send this warranty certificate, along with the original purchase invoice indicating the date, product code purchased from TFP or an authorized wholesaler, dealer or professional contractor directly to Tropical Forest Products Claims Department.

There are no oral promises or representations collateral to or affecting this warranty and it may not be altered except in a written instrument signed by both Warrantor and buyer. Some states do not allow limitation on how long any implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty is only valid in the U.S. and Canada. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.