

ACRE™ BY MODERN·MILL

LIFETIME LIMITED WARRANTY

Statement of Warranty

This warranty is provided to the original purchaser or the owner of the property at the time of installation ("Purchaser"), and permitted transferees as set forth herein, of ACRE by Modern Mill products ("Product"). Visit www.modern-mill.com for the latest terms and conditions related to Company's products.

Products are to be within the limits and of the sizes published by Modern Mill, Inc. ("Company"), and subject to Company's standard tolerances for variations. Within these limits, Company warrants that for the lifetime of the Product, Product will be free from material defects that are a result of the manufacturing process, or corrosion, rotting, splintering and excessive swelling as a direct result of the manufacturing process, or by normal use and service provided conditions described in all installation materials and technical guides are met. Company is not responsible for defects that are the result of improper installation or Product that has been altered, misused, or not maintained in accordance with Company's or manufacturer's instructions.

Prior to purchase, each Purchaser is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product and agrees to follow local building code regulations. Each Purchaser recognizes their obligation to consult local building and safety codes for specific requirements. Under no circumstances should ACRE products be burned or used as a heat source. ACRE products are not approved for structural building support.

Liability and Remedies. Company's liability, and Purchaser's sole remedy, under this Warranty is limited solely and exclusively to, in Company's sole discretion, Company's replacement of or the issuance of a credit for defective Products (provided the Product has not been altered, misused, or not maintained in accordance with Company's or manufacturer's instructions), and provided the claim is made in accordance with the terms of this Warranty and/or as specified on Company's quote if applicable. In no event shall Company be responsible or liable for labor, installation, reinstallation, freight, taxes or any other charge related to defective Products.

Limitation of Liability. Company shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort strict liability or otherwise. This warranty does not cover and Company is not liable for damage or failure of the Products as a result of one or more of the following: intentional or unintentional misuse of or damage to the Product; impact of foreign objects; earthquakes, fire, flood, lightning, ice, tornado, hurricane, windstorm or any other Acts of God; improper installation of the Product or its structural supports; movement, settlement, distortion, warping or cracking of the Products structural supports or accessories used in connection therewith; physical abuse, vandalism, riot, insurrection, improper maintenance, use or incompatible accessories; or other products that cause a Product defect or failure to occur; pollution, acid rain, application of harmful chemicals or vapors applied to the Product; or ordinary and expected weathering due to exposure to the

elements; which for purposes of this Warranty is defined to be fading, greying or darkening of the surface of the Product due to exposure to ultraviolet light and weather extremes that are unique to and may vary in each geographic location. This Warranty does not cover painted finishes or coatings applied to the Product by the Purchaser or any third party. Failure to adhere to Company's most current guidelines and recommendations for installation and for application of coated (paints, stains, etc) surfaces will void this Warranty. All claims under this Limited Warranty must be made within 90 days from the time that the defect is discovered and while the Product is in place. Company shall be given a reasonable opportunity to inspect and test the Product, its installation, and the environment in which it was used prior to removal by the original purchaser. Failure to comply with these notice and inspection provisions shall void all warranties with regard to the Products. This Warranty may not be altered or amended. No dealer or other person or entity is authorized by the Company to make statements or representations regarding the performance of Products except as contained in this Warranty, and the Company shall not be bound by any such statements other than those contained herein.

Notwithstanding whether any remedy fails of its essential purpose or otherwise, Company's liability hereunder shall not exceed the purchase price of the product giving rise to such liability, regardless of whether the claim is based on contract, tort, warranty or any other theory of liability. In no event shall Company be liable for special, incidental, indirect, consequential, exemplary or punitive damages, including without limitation, lost profits, lost business opportunities, or lost goodwill, even if the company has been advised of the possibility of such damages.

Transfer of Warranty. This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER APPLICABLE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

How to File a Claim. To file a claim under this Warranty, send proof of purchase, a picture of the defective Product and a written description to the Company to zen@modern-mill.com. Company reserves the right to investigate any claim hereunder. Upon verification of a claim, Company shall, at its option and in its sole discretion, either arrange for the delivery of a replacement Product or issue a refund equal to the original cost of the Product only. Claims that do not follow this procedure will be invalid claims and denied.

WWW.MODERN-MILL.COM