

# New Horizon Shutters International LLC

## Comprehensive Limited Lifetime Home Warranty

At New Horizon Shutters International LLC (NHSI LLC), we take great pride in the quality and workmanship of our shutter systems and are pleased to offer you the following Comprehensive Lifetime Warranty on our **Classic, Deep South and West Indies lines**. This warranty covers materials and labor from the date of purchase at no additional cost to you.

NHSI LLC shutters are warranted to be free of defects in materials that may unreasonably affect their performance in normal use. This warranty is to the original purchaser for as long as they own and occupy the structure. Commercial Buildings and Rentals warranties are 10 years.

### **Construction & Materials – *Lifetime***

NHSI LLC warrants its Classic, Deep South and West Indies lines of shutters (including Impact Rated) are free from manufacturing defects which result in cracking, splitting, rotting and excessive warping under normal weather conditions.

### **Paint – *Lifetime***

NHSI LLC warrants its factory applied paint finish on its Classic, Deep South and West Indies lines of shutters (including Impact Rated) will not peel, flake, crack, blister or exhibit excessive loss of pigmentation.

Warranties on other goods bought through NHSI LLC carry the manufacturer's warranty only.

### **EXCLUSIONS**

The following items are not covered in this warranty under any preceding sections:

- Improper installation, use or maintenance by the Original Purchaser, his agents, assigns or invitees.
- NHSI LLC and industry tolerances and variations.
- Failures due to product modifications, physical abuse or usage outside of the product's original intended purpose.
- Normal wear and tear.
- Deterioration of finish caused by unapproved detergents or solvents.
- Damages caused by improper cleaning including but not limited to brushing.
- **Pressure washing will void the warranty. Do not pressure wash. It may cause severe damage to your shutters.**
- Damages caused by acid rain, industrial fallout, or other environmental effects.
- Stresses caused by building defects or settlement or movement to the structure on which it is installed.

- Incidental or consequential damage.
- Damage caused by vandalism, fire, floods, wind or other "acts of God" including but not limited to earthquakes, hurricanes and tornados.
- Any costs associated with the removal, shipping or reinstallation of shutters.
- Misalignment, movement or temporary bowing do to diurnal variations of temperature which are inherent to materials used.

## LIMITATION OF REMEDIES

To maintain this warranty, the shutter system must be kept free from harmful foreign substances. Normal weather conditions usually would dictate cleaning of shutters annually. Environments exposed to harsh conditions such as salt air or high humidity require more frequent and additional maintenance. Gradual loss of gloss and pigmentation due to prolonged exposure to sunlight is not considered a defect. Paint performance and surface variations which meet or exceed industry and NHSI LLC standards are not considered reasonable cause for repair or replacement.

NHSI LLC, at its option, may choose to repair, rebuild or replace any shutters deemed eligible for warranty work. If necessary, these repaired/replacement shutters will be recoated only in the original color specified at the time of purchase. NHSI LLC is not responsible for correcting paint color of repaired/replacement shutters to account for natural wear and pigmentation loss of original shutters. If 'fade matching' is requested, there will be additional charges incurred.

NHS offers products that include various materials, each having their own level of corrosion resistance. Corrosion is greatly related to environmental conditions and can be hastened by conditions such as salt spray / fog, poor air quality, wind driven sand etc.

Corrosion at a reasonable rate for a given material and environment is to be expected and does not constitute a defect. Windblown sand and high salt environments require the following limitations on the Paint Warranty. Paint Warranties on a home with a property line within 600 feet of Beach Front High Tide Line or in a FEMA "V" Zone are limited to eight (8) years. Paint Warranties with property lines within 300 feet of a Backwater Salt High Tide are limited to ten (10) years.

NHSI LLC reserves the right to discontinue or change any product it manufactures and guarantees without notice and without incurring an obligation to incorporate them on products previously manufactured. If a part or component of the product originally installed is not available and NHSI LLC determines to make replacement, NHSI LLC shall have the right to substitute such part or component designated by NHSI LLC to be of equal quality and price.

Settlements covered by this warranty do not, under any circumstances, give the purchaser the right to delay or suspend payments on balances owed to the manufacturer. If this occurs, the warranty shall become invalid.

Any claim must be made in writing and postmarked within thirty (30) days of defect discovery. NHSI LLC will respond to all warranty claims in a timely fashion, not to exceed sixty (60) days from the date of receipt of warranty request. NHSI LLC will not be responsible for any repairs made by non-authorized factory representatives. Any person seeking warranty claims from NHSI LLC shall bear the burden of proving eligibility such as but not limited to original purchase documentation and date.

All warranty claims must be approved by NHSI LLC Claims Dept. Any shutters that have been approved for warranty work must have all hardware removed and be packaged and shipped in such a way as to prevent further damage. All costs associated with shipping are the responsibility of the purchaser.

NHSI LLC is the sole "decision maker" on the warranty and reserves the sole right to determine whether a defect is the result of product failure or abuse. This warranty shall be void, if in NHSI LLC's judgment, the product was subjected to abuse, misuse, neglect or any other condition mentioned herein.

This express warranty is in lieu of all implied warranties and all other obligations or liabilities on the manufacturer's part including merchantability and fitness from a particular purpose. NHSI LLC neither assumes, nor authorizes any other person to assume for the manufacturer, another liability in connection with the sale of the product. The warranties as described herein are the exclusive remedies for breach. NHSI LLC makes no warranty whatsoever with respect to accessories or parts not supplied by the manufacturer. NHSI LLC excludes and will not pay for incidental or consequential damages and its liability will in all instances be limited to repair or replacement of the defective product. This Comprehensive Lifetime Warranty is for all afore mentioned shutter systems sold after August 1, 2008.

## **Care and Maintenance**

NHSI LLC uses premium materials and superior workmanship, giving you the best shutters available. Proper usage, cleaning and maintenance will ensure your shutters keep their 'like new' appearance for years to come.

**Cleaning** – The factory applied semi-gloss finish hides dirt extremely well and is very easy to clean. Most cleaning can be accomplished by simply spraying the shutters with a common garden hose. If shutters are more heavily soiled, mild detergents like dish soap or mild car washing liquid can be used with a soft automotive style brush. **DO NOT USE:** harsh cleaners such as Formula 409™, bleach, ammonia etc. or stiff bristle brushes, scouring pads or other abrasives. **Pressure washing will void the warranty. Do not pressure wash. It may cause severe damage to your shutters.**

**Maintenance** – Unlike wood shutters that require frequent painting and repairs, our high performance composite shutters are designed to provide a lifetime of maintenance free use. If the shutters incur minor scratches from normal wear and

tear, they can be touched up with supplied touch up paint. See mixing and painting instructions included with the touch up paint kit for more information. If a color change is desired or severe damage/heavy scratching occurs, several options are available: Contact a local reputable painting professional, contact your local distributor to see if they have a preferred local professional, or contact NHSI LLC directly and ask for a factory refurbishing quote.

This warranty's provisions are in lieu of any other warranty expressed or implied including specifically, but not limited to any warranty of merchantability or fitness for a particular purpose. The obligations and liabilities of NHSI LLC under this warranty or under any implied warranty which is applicable despite the preceding disclaimer are in lieu of all other obligations or liabilities including, without limitation, liability for incidental, consequential and/or any other damages based upon any theory of recovery at law or negligence, breach of warranty, breach of contract or strict liability.

Some states do not allow limitations on implied warranties or the exclusion or limitation of consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

**New Horizon Shutters International LLC**

7259 B Spa Rd.

N. Charleston, SC 29418

Phone: 843-797-7762 FAX: 843-797-7769