

Limited Warranty (USA)

THIS LIMITED WARRANTY is applicable to products manufactured by 2049905 Ontario Inc. operating as Titan Building Products ("Titan") on or after June 1, 2024, and purchased in in the United States of America. The applicable Limited Warranty to the Owner of any of Titan's Products is the limited warranty in effect at the time of purchase. The most current version of this Limited Warranty is available online at <https://titanbp.com/warranty/>. In the event of a discrepancy between the provisions of this Limited Warranty as outlined in this document and the version available online at <https://titanbp.com/warranty/> at the time of purchase, the latter shall prevail.

THIS LIMITED WARRANTY explains the details of the limited warranty coverage Titan provides on any of its Products and must be read carefully to ensure that the reader is well informed about the warranty coverage on Titan's Products. Note that a contractor or installer is not an employee or representative of Titan. Titan is not bound by any guarantees, warranties or representations, or any changes to this Limited Warranty made by a contractor, installer or any other person who is not an authorized corporate officer of Titan, and any changes to this Limited Warranty must be in writing and signed by an authorized corporate officer of Titan.

1. The capitalized terms in this Limited Warranty have the following specific meanings:

- (a) "Engineering Reports" means the reports issued and prepared by independent engineers evaluating Titan's Products, as published and updated online at <https://titanbp.com/resources/engineering-reports-new/>. For greater certainty, the applicable Engineering Reports shall be the ones available online at the time of purchase for each specific Titan Product;
- (b) "Limited Warranty" means the limited warranties and coverage provided by Titan for any of Titan's Products as expressly set out in this document, and are the only warranties provided by Titan;
- (c) "Owner" means the individual owner(s) of a Titan Product, who, at the time of purchase, was a resident of the United States of America;
- (d) "Products" or "Product" refers to any Titan products manufactured on or after May 1, 2024 and purchased in the United States of America;
- (e) "Residential Purposes" means the use of the Products in a single-family detached house, a semi-detached house, or a row house that is owned and occupied by the Owner as a place of residence. For greater certainty, a property or building that is rented or used for any purpose other than as a residence for the Owner shall be deemed not to be used for Residential Purposes as defined herein;
- (f) "Warranty Period" is the length of time for which the Limited Warranty applies to Titan's Products, starting on the day of the original purchase of the Product and continuing for the period of ten (10) years following that day, unless terminated sooner.

2. Limited Warranty:

Titan warrants to the Owner who purchases a Product on or after June 1, 2024, that, for the duration of the Warranty Period, the Product will conform to the specifications set forth in the Product's specifications in effect as of the date of purchase, as confirmed by the Engineering Reports, or individual product specifications as included in the package in which they have been purchased, and will be free from defects in material and workmanship, and that the finish of the Product will not chip, peel, flake or blister under conditions of ordinary use and weather conditions for the reasonable life of the Product or for the duration of the Warranty Period, whichever is longer, subject to the following limitations, terms and conditions and as further outlined in this Limited Warranty:

- (a) the Product was purchased new from a dealer or reseller authorized by Titan to resell Titan's Products;
- (b) the Product is used solely for Residential Purposes;
- (c) the Product is installed and maintained according to the specifications and instructions of Titan, including the Engineering Reports. For greater certainty, where applicable, and as disclaimed in the Product's specifications and instructions, the Product shall be installed under the supervision and approval of a local engineer or inspector to ensure that the intended use of the product complies with any building codes and regulations in the state or jurisdiction in which the Product is installed;
- (d) the Owner provides Titan with prompt written notification of any defect of the Product, including a full description of the defect, photographic or video evidence of the defect, and the Owner's original proof of purchase from a dealer or reseller authorized by Titan to resell the Product, within five (5) days from the date the Owner discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period); and the Owner provides Titan with proof that each of the conditions specified in this Limited Warranty have been satisfied, in a form satisfactory to Titan.

3. Titan shall not be liable for a breach of this Limited Warranty unless: (i) the Owner gives prompt written notification of any defect of the Product, as set forth in Section 2(d); (ii) Titan is given a reasonable opportunity after receiving the notice to examine the alleged defective Product and the Owner (if requested by Titan) ships the Product to Titan's place of business, at Titan's expense, for the examination to take place there; and (iii) Titan reasonably verifies the Owner's claim that the Goods are defective.

4. If a Product is covered by this Limited Warranty, and Titan's inspection and testing reveals, to Titan's reasonable satisfaction, that the Product is defective and any such defect has not been caused or contributed to by any of the factors and conditions described in this Limited Warranty, Titan will (in Titan's sole and exclusive option) either: (a) refund the Owner the original purchase price; or (b) repair, replace, or refinish the Product. At no time shall Titan's aggregate liability under this Limited Warranty exceed the original purchase price of the Product and Titan shall not have any liability for the cost of fasteners, material installation, material removal, labor, or freight, and all costs other than those set out in (a) and (b) above shall be specifically excluded from this Limited Warranty and shall be the Owner's sole responsibility.

5. If Titan decides to repair, replace or refinish the Product under this Limited Warranty: (a) the Warranty applicable to such repair, replacement or refinished Product shall only be for the time remaining in the Warranty Period; and (b) Titan may substitute the Product with another product determined by Titan (in its sole and absolute discretion) to be of comparable quality, purpose and price. Titan reserves the right to discontinue or change any design or color of the Product at any time and without notice or liability.

LIMITATIONS

6. This Limited Warranty is strictly limited to genuine Titan Products purchased by the Owner from a dealer or reseller authorized by Titan to sell those Titan Products and purchased in the United States of America.

7. This Limited Warranty does not cover damages of any kind resulting from:

- (a) installation of the Product contrary to its specifications and installation instructions, including the Engineering Reports;

- (b) normal wear, tear, and weathering that may cause any surface to fade, deteriorate, chalk or become soiled or stained; or
- (c) any and all defects, malfunctions, surface deterioration, warping, distortion, cracking, crazing or other failures that result in whole or in part from: (i) abuse, misuse, neglect, or improper installation, assembly or maintenance; (ii) accidental or intentional damage, collision, crash, impact of foreign objects or vandalism; (iii) settlement, subsidence, structural shrinkage, distortion or expansion of the property or property structure; (iv) harmful or corrosive chemicals, including harmful cleaning compounds, fumes or vapors; (v) air pollution, seacoast environment, airborne stains, mold, or mildew; (vi) exposure to excessive heat sources or exposure to unusual or excessive reflective heat sources; (vii) exposure to cold temperatures; and (viii) fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail or any other extreme weather events.

8. THIS LIMITED WARRANTY IS VOID AND TITAN OR ANY RELATED ENTITY SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WHERE:

- (a) the Product was purchased outside of the United States of America;
- (b) the Product, without Titan's prior written approval, has been: (i) reconstructed, (ii) repaired, (iii) altered, or (iv) installed or used with any third-party hardware, system, or product not contemplated by Titan to be used with the Product;
- (c) the Product was installed using improper fasteners or other materials, methods or techniques, contrary to the specifications and instructions of Titan, or in any way fails to fully conform with the applicable building codes or best building practices; or
- (d) the Owner's or any other person's or entity's negligent or willful misconduct, improper installation or use of the product, or any other acts or omissions result in death or bodily injury, damage to buildings or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss or any other loss or damage.

For greater certainty, this Limited Warranty does not apply where there have been any variations from the installation and maintenance instructions included in the Product's original packaging, or from those tested in the Engineering Reports, or any deviations or non-compliance with the applicable building codes in the state or jurisdiction in which the Product is installed.

9. This Limited Warranty is for the Owner's exclusive benefit and is not transferable. For greater certainty, this Limited Warranty shall not extend to any other person or entity, including but not limited to, any person who purchases a single-family detached house, a semi-detached house, a row house, or otherwise any building, structure or property on which the Product was already installed, who rents or otherwise uses such a house, building, structure or property for any purpose, or has any interest in such.

10. THIS LIMITED WARRANTY IS THE OWNER'S EXCLUSIVE REMEDY AND TITAN'S ENTIRE LIABILITY FOR ANY PRODUCTS COVERED BY THIS LIMITED WARRANTY DURING THE WARRANTY PERIOD, CONDITIONED UPON THE OWNER'S COMPLIANCE WITH THE TERMS AND OBLIGATIONS UNDER THIS LIMITED WARRANTY. EXCEPT WHERE SPECIFICALLY PRESCRIBED BY LAW, THIS LIMITED WARRANTY SUPERSEDES, TITAN AND ITS RELATED ENTITIES DISCLAIM, AND THE OWNER WAIVES ALL OTHER REMEDIES, OBLIGATIONS AND CONDITIONS, LIABILITIES, RIGHTS, WARRANTIES AND CONDITIONS, EXPRESSED, IMPLIED, LEGAL OR STATUTORY, ARISING AT LAW OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS, OR ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. TITAN OR ANY RELATED ENTITY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, ASSOCIATED OR CONSEQUENTIAL DAMAGES, OR ANY LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES TO BUILDINGS OR OTHER STRUCTURES, INTERIORS, EXTERIORS, FURNITURE, CONTENTS, APPLIANCES, LOSS OF PROFIT OR REVENUE OR INCOME, DIMINUTION OF VALUE, LOSS OF ENJOYMENT, AND ECONOMIC LOSS.

11. The Owner acknowledges that the Products purchased by the Owner under this Limited Warranty may contain or be contained in, incorporated into, attached to or packaged together with products manufactured by a third party ("Third-party Products"). Third-party Products are not covered by this Limited Warranty. For greater certainty, Titan makes no representations or warranties with respect to any Third-party Products.

12. If any section of this Limited Warranty is found to be illegal, invalid or unenforceable in any jurisdiction, it shall be illegal, invalid or unenforceable only in that jurisdiction and such a finding shall not affect the legality, validity or enforceability of any other provisions of this Limited Warranty in that jurisdiction and any other jurisdictions. To this end, the provisions in this Limited Warranty are declared to be severable.

13. Claims arising under or relating to this Limited Warranty shall be settled by binding Arbitration in accordance with the rules of the Canadian Arbitration Association ("CAA"), and the laws of Ontario Canada shall apply to that proceeding. The place of Arbitration shall be Toronto, Ontario, Canada, the language of proceedings shall be English, and each party shall bear their own costs. Judgment shall be in writing with written findings of fact and shall be final and non-appealable. Notwithstanding the foregoing, either party may seek an injunction or other equitable relief from a court of competent jurisdiction without having to submit to Arbitration. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. If the Owner wishes to opt out of Arbitration, they shall submit a request to do so using the contact information outlined in Section 15, to Titan in writing within sixty (60) days of purchase.

14. In the event the Owner opts-out of Arbitration in accordance with Section 13, any claim arising under or relating to this Limited Warranty shall be governed by the laws of the state or territory in which the Owner resided at the time of purchase.

SUBMITTING A CLAIM

15. Any claims of alleged defective Products shall be submitted to Titan by e-mail to warranty@titanbuildingproducts.com or by registered mail to Unit 14 – 5390 Canotek Road, Ottawa, Ontario, K1J 1H8, Canada and must follow the conditions and requirements outlined in Sections 2 and 3 in this Limited Warranty.

INSTALLATION AND MAINTENANCE

16. It is essential to fully read and follow the installation and maintenance instructions, which accompany each of Titan's Products, as outlined in Section 2(c) of this Limited Warranty. Failure to do so may result in the invalidation of this Limited Warranty, as indicated in Section 7, or other damage or injury, for which Titan and its related entities shall not accept any liability or responsibility.