



10 YEAR LIMITED WARRANTY

The Tapco Group™ (TTG), a Headwaters Company, doing business as Wellcraft, Inc., warrants to the homeowner (as that term is defined below) that its Wellcraft egress window wells (collectively referred to in the remainder of this document as, the “product” or the “products”) will be free from manufacturing defects for a period of 10 years from the date of purchase when subject to normal use. Subject to the provisions that follow, provided that the homeowner retains ownership of the property and is able to establish the date of installation and the original cost of both the defective products and their installation to TTG’s reasonable satisfaction, should any manufacturing defect occur during the ten year period noted above, TTG will at its sole option: a) repair the defective product, b) replace the defective product, c) pay the homeowner an amount equal to the lesser of the reasonable cost to repair or replace the defective product, or d) refund the amount paid by the homeowner for the defective products.

The term “homeowner” as used in this Limited Warranty shall mean the person or persons who own the residential structure upon which the product is installed on the date that the installation of the product on the residential structure is completed. Commercial applications are not covered by this warranty.

The coverage offered by this warranty automatically ends upon the transfer of the property by the homeowner.

For purposes of this warranty a “manufacturing defect” triggering warranty coverage is defined as any defect that would render the egress window well in question unserviceable or unfit for the ordinary purposes for which egress window wells of that kind are intended.

No repair or replacement under this warranty will act to extend the warranty period. Any repaired or replaced product shall be warranted only for the duration of the warranty period that applied to the original product(s) before they were repaired or replaced.

Customer Responsibilities

The homeowner must inspect the egress window well in question before installation. If a manufacturing defect is discovered the homeowner must notify TTG in writing within 30 days of discovery of any manufacturing defect, and provide proof of the date of purchase, the date of installation, and proof of property ownership satisfactory to TTG. Failure to provide such notice shall void the warranty as to the defect in question.

If a defect is discovered or occurs after the product(s) is installed which could not have reasonably been discovered prior to installation, the homeowner must notify TTG in writing within 30 days of discovery and provide proof of the date of purchase, the date of installation, and proof of property ownership satisfactory to TTG. Failure to provide such notice shall void the warranty as to the defect in question.

All notifications should be sent to:

Wellcraft, Inc.
Attn: Warranty Department
29797 Beck Road
Wixom, MI 48393

TTG will investigate any claim properly submitted and examine the material claimed to be defective and will notify the homeowner in writing of its determinations. If a defect covered by this warranty is confirmed, within a reasonable amount of time after the investigation is concluded, TTG will satisfy its obligations under this warranty, provided however that the cost of any shipment required to transmit or receive a product in connection with a warranty claim shall be paid by the homeowner within 30 days of being notified of the same.

The homeowner shall not return an allegedly defective product to TTG, without TTG first agreeing to the return in writing. The homeowner may be required to submit (at the homeowner’s expense) a sample of any defective material to TTG for laboratory analysis.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond the control of TTG, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Installation or defects resulting from installation;
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of, or damage to the basement wall or material against which the product was installed or defects in the product caused by movement, distortion, cracking or settling of the foundation of the building;
- Any other cause not involving manufacturing defects in material;
- Costs of the labor required to install replacement product or to remove and dispose of any damaged product;
- Costs of any repairs or replacements performed without TTG's written consent;
- Costs associated with or any unsatisfactory condition or appearance resulting from the failure to follow TTG's written installation instructions.
- Costs associated with or any unsatisfactory condition or appearance resulting from the homeowner's neglect or failure to properly maintain the product(s).
- Costs associated with or any unsatisfactory condition or appearance resulting related to the treads affixed to the steps of the product.
- Costs of shipping any repaired or replaced product between the homeowner's location and TTG.
- Costs in excess of the value of the replacement material required complete any repair made pursuant to this warranty;
- The products are not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mildew, exposure to harmful chemicals, or normal weathering resulting from exposure to the elements;
- ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO ANY BUILDING ON WHICH THE PRODUCTS ARE INSTALLED, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM ANY PRODUCT DEFECT OF ANY KIND OR FROM TTG'S OWN NEGLIGENCE. SOME STATES MAY NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which TTG has no control.

Other Limitations:

1. ASIDE FROM THE EXPRESS WARRANTIES CONTAINED IN THIS DOCUMENT, THERE SHALL BE NO WARRANTIES OF ANY KIND, INCLUDING SPECIFICALLY ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TTG DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

2. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.