

30 Year Limited Warranty...

BlueLinx Corporation Limited Warranty for ProLine Plus®

1. LIMITED WARRANTY: BlueLinx Corporation (“BlueLinx”) warrants (for installation only within the U.S.) to each Qualified Owner (as hereinafter defined), that (a) the BlueLinx ProLine Plus PVC Trim Product (hereinafter the “Product” or together the “Products”) when stored, and installed (subject to normal and proper use) and maintained according to BlueLinx’s published instructions will be free of manufacturing defects that cause the Product to rot, corrode, delaminate or excessively swell from moisture for the lesser of (i) a period of thirty (30) years from the date the Qualified Owner purchased the Product from an authorized ProLine dealer or (ii) the period of time that the Product is owned by the Qualified Owner (the “Limited Warranty Period”). “Qualified Owner” means the original purchaser of the Product. This warranty is not transferable. Each Qualified Owner of the Product is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. If a claim occurs within the Limited Warranty Period, BlueLinx, in its sole discretion and at its sole option, shall either replace the defective Product or, reimburse the Qualified Owner for the reasonable replacement of the defective Product (the “Maximum Remedy”). BlueLinx’s replacement of the defective Product or granting of a refund pursuant to this Section 1 of this Limited Warranty SHALL BE THE SOLE AND EXCLUSIVE REMEDY available to the Qualified Owner. In no event shall BlueLinx be liable for labor, installation, reinstallation, taxes or any other charge related to the defective Product. If the Product for which a claim is made is no longer available, and BlueLinx chooses to replace the defective Product, the customer shall be able to choose from BlueLinx’s current product range of equal value.

2. TERMS, CONDITIONS AND LIMITATIONS OF THIS LIMITED WARRANTY:

(a) Terms and Conditions:

BlueLinx’s liability under this Limited Warranty to the Qualified Owner shall be subject to the following terms and conditions:

A. The Qualified Owner must contact its retailer and provide proof of purchase, including the date of purchase, which must be presented to make a claim.

B. The Product must be installed according to the BlueLinx’s printed instructions. Failure to install the Product per BlueLinx’s instructions may affect Product performance and voids the Limited Warranty.

C. Before any alteration or repair to the Product, the Qualified Owner must allow BlueLinx or its agent to enter the property where the Product is installed, and examine, photograph and take samples of the Product.

(b) Conditions:

1. The Product must be installed in accordance with BlueLinx’s printed instructions. Warranty does not apply and BlueLinx is not liable for damage or failure of the Product as a result of one or more of the following: intentional or unintentional misuse of or damage to the Product, abuse, impact of foreign objects; accident, dirt, sand, liquids, improper storage, acts of God, improper installation of the Product or related structural supports, failure to abide by all BlueLinx guidelines, movement, settlement, distortion, warping or cracking of the Product’s structural supports or accessories used in connection therewith, vandalism, riot insurrection, improper maintenance; wear, tear, damage incurred in transit, modifications, use or incompatible accessories or other products that cause a Product defect or pollution, acid rain, mold or mildew, application of chemicals or vapor to the Product; and ordinary and expected weathering due to exposure to the elements, which for purposes of this warranty is defined to include fading, chalking, darkening, or discoloration of the surface of the Product due to exposure to ultraviolet light and atmospheric conditions that are unique to or may vary in each geographic location.

2. This warranty does not cover painted finishes, stains, or coatings applied to the Product by the Qualified Owner or any third party. Failure to adhere to BlueLinx’s recommended guidelines for application of painted surfaces shall void this warranty.

ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED

(c) Limitations:

1. The laws of the state of Georgia shall govern the rights and duties of the parties under this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. This Limited Warranty applies only to Products installed in the United States.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BLUELINX FOR THE PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, BY BLUELINX, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF THE PRODUCT OR SERVICE, OR ANY TRADE USAGE (EXCEPT FOR THOSE IMPLIED WARRANTIES APPLICABLE UNDER LAW, WHICH, WHERE PERMITTED BY APPLICABLE LAW, ARE HEREBY DEEMED LIMITED TO THE DURATION OF THE GIVEN WARRANTY PERIOD STATED HEREIN) WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR THE QUALIFIED OWNER’S USE OR PURPOSE. NO DISTRIBUTOR, DEALER, RESELLER, SALESPERSON, OR ANY REPRESENTATIVE OF BLUELINX HAS THE AUTHORITY TO MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THIS LIMITED WARRANTY, WHETHER ORALLY OR IN WRITING. Some states do not allow limitations on how long an implied warranty lasts so the above limitations may not apply to the Qualified Owner.

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL BLUELINX BE LIABLE TO THE QUALIFIED OWNER FOR ANY LOST OR PROSPECTIVE PROFITS, LOSS OR DAMAGE ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURE TO REMEDY DEFECTS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE PRODUCT OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF BLUELINX EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. FOR THE SAKE OF CLARITY, THE TERM “CONSEQUENTIAL DAMAGES” SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF USE AND LOSS OR DAMAGE TO PROPERTY, AND THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN SECTION 2-715 OF THE GEORGIA UCC.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

2. Any refund or material replacement by BlueLinx pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any Qualified Owner hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the Qualified Owner’s acceptance of such refund or replacement.

3. BlueLinx reserves the right to discontinue any of its Products without notice and shall not be liable as a result of such discontinuation.