

# Atlantic Premium Shutters™

## Limited Lifetime Warranty

The Tapco Group, (TTG), A Headwaters Company, warrants that its Atlantic Premium Shutters are free from manufacturing defects which result in cracking, splitting, rotting and excessive warping under normal weather conditions for the life of the product in the case of residential applications and for a period of twenty (20) years from the date of purchase in the case of commercial applications. TTG also warrants that its factory paint finishes will not peel or flake for a period of fifteen (15) years from the date of purchase.

This warranty is subject to the following limitations:

1. This warranty extends only to the original owner who shall be defined as the person or persons who owned the structure in question at the time of installation of the Atlantic Premium Shutters in question.
2. TTG will not be held responsible for damages resulting from Acts of God, accidental or intentional acts, installation other than in accordance with the manufacturer's instructions (which shall be solely determined by TTG), or from repairs or modifications by persons not authorized by TTG. TTG likewise will not be responsible for damages resulting from the failure to utilize Atlantic hardware in the installation of the Atlantic Premium Shutters in question.
3. Atlantic hardware is warranted against manufacturing defects for its lifetime. The finish on such hardware is not warranted against deterioration, including but not limited to, scratches, fading, and corrosion, particularly resulting from airborne sea salt in coastal environs.
4. TTG will not be held responsible for damages resulting from water seepage through closed shutter systems including, but not limited to, storm seepage.
5. Fading due to weathering of painted surfaces is normal and expected. TTG will not be held responsible for such fading.
6. The property owner shall have the burden of establishing to TTG's reasonable satisfaction the date of purchase of the product on which a claim is made.
7. For products which are the subject of warranty claims, TTG will not be responsible for incidental charges including but not limited to the cost of removal, re-installation and shipping of such products.
8. TTG will not be held liable for damages exceeding in value the original purchase price of the products excluding taxes.
9. In the event of a claim during the warranty period, TTG at its sole option will either (a) repair or replace the warranted product(s) without charge to the purchaser, or (b) if TTG is unable to repair the product in a commercially reasonable fashion and if TTG is unable to replace the product (for example, because it has been discontinued), or notwithstanding that the product may be repaired or replaced, the purchaser nevertheless chooses to accept a refund, TTG will refund to the purchaser a sum equal to the actual price paid for the product less reasonable depreciation from the date of purchase.
10. If TTG attempts a reasonable number of times to repair a defect under this warranty but those attempts are unsuccessful, TTG at its option may either replace the product or refund the purchase price less reasonable depreciation to the purchaser as provided above.
11. This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the purchaser or the installer, (b) damage to or failure of the product resulting from unreasonable use or the failure to reasonably maintain the product after installation.
12. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. THE OBLIGATIONS AND LIABILITIES OF ATLANTIC 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 IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, 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.

Any claim under this warranty must be made in writing and postmarked within 30 days after discovery of the defect to:

Atlantic Premium Shutters  
Attn: Warranty Department  
29797 Beck Road  
Wixom, MI 48393

TTG must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the purchaser or others make any repairs to the product. The property owner's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for repairs or other work done by third parties.