

Limited Product Warranty

Regal
Touchstone

THE PRODUCT

This Limited Product Warranty applies to Touchstone™ modular porcelain wall panel systems including porcelain wall panels (the “Product”).

WARRANTY COVERAGE

Panel Composite Systems, Inc., d.b.a. Regal Building Products (the “Company”) expressly warrants that the covered product (the “Product”) will be reasonably free of defects in materials and workmanship including delamination of porcelain face panels from the substrate; cracking of porcelain face panels not caused by impact, structural movement, or misuse; staining of porcelain face panels under normal indoor use conditions; and defects in the mechanical track system of the Product (PVC rails, brackets, and hardware).

This Limited Product Warranty applies:

- only to Product that is used, stored, handled, and installed in the manner directed by the Company;
- only to the original end-use purchaser (“Owner”) and the original installation location, which is not transferable to subsequent owners or occupants of the building in which the Product is installed or to a subsequent installation location;
- during the Warranty Period (as defined below); and
- only to Product that is purchased by the Owner directly from a Company-authorized distributor. A current list of Company-authorized distributors is available at buildregal.com/distributors/find.

If the Product fails to perform as warranted solely due to a manufacturing defect within the Warranty Period, then subject to the exclusions set forth in this Limited Product Warranty, the Company will, at its option:

- repair the defective Product without charge to the Owner;
- provide a replacement for the defective Product having the same or comparable pattern (subject to availability) without charge to the Owner; or
- issue the Owner a credit with the Company for the amortized value of the Product at the time of the warranty claim, which amortized value is based on the original purchase price of the Product amortized on a straight-line basis over the applicable Warranty Period (as defined below). For example, a warranty claim filed in year three (3) of a five-year Warranty Period (where two (2) years remain in the Warranty Period) is eligible for a maximum credit of forty percent (40%) of the original purchase price.

If the Company chooses to repair the defective Product, the Company will only cover the labor costs necessary to repair the Product. If the Company chooses to replace the defective Product, the Company will only cover the costs of the replacement Product itself.

WARRANTY PERIOD

This Limited Product Warranty covers the Product for the following applicable periods (individually, “Warranty Period”) and starting on the date of initial installation of the Product, provided such installation is completed within one (1) year from the date of original purchase:

A period of three (3) years if the following requirements are met:

- The Product is installed in a commercial property, which includes but is not limited to a property used for business, institutional, or multi-tenant residential purposes such as hotels, senior living facilities, multifamily housing, healthcare facilities, restaurants, and offices (“Commercial Property”); and
- The Product is installed by a professional contractor in accordance with the Company’s published installation guide available at buildregal.com/downloads/touchstone/installation-guide.pdf (“Installation Guide”).

A period of five (5) years if the following requirements are met:

- The Product is installed in a residential property that is not a Commercial Property; and

- The Product is installed by a professional contractor in accordance with the Company’s Installation Guide.

A period of fifteen (15) years if the following requirements are met:

- The Product is installed in a Commercial Property;
- The Product is installed by a Company-certified installer who holds such an active designation at the time of installation of the Product. A current list of Company-certified installers is available at buildregal.com/installers/find (“Company-Certified Installer”) or from your authorized Company distributor; and
- The Product is installed using all of the following:
 - the Company’s installation accessory pack (mounting brackets, T-slot nuts, machine screws, wood screws, self-drilling screws, spacer posts, lippage caps, bottom spacers, skirt epoxy, application tips, silicone paste, and color-match silicone); and
 - the following items from the Company’s approved system spec available at buildregal.com/downloads/touchstone/approved-system-spec.pdf (“Approved System Spec”): a shower pan, an entry door and optional enclosure wall, and sealant products.

A Lifetime Warranty — WHEREIN “LIFETIME” MEANS THE USEFUL LIFE OF THE PRODUCT, WHICH IS A PERIOD OF THIRTY (30) YEARS AND DOES NOT MEAN THE LIFETIME OF THE OWNER, THE USEFUL LIFE OF THE BUILDING IN WHICH THE PRODUCT IS INSTALLED, OR ANY OTHER MEASURE — if the following requirements are met:

- The Product is installed in a residential property that is not a Commercial Property;
- The Product is installed by a Company-Certified Installer who holds such an active designation at the time of installation of the Product; and
- The Product is installed using all of the following:
 - the Company’s installation accessory pack (mounting brackets, T-slot nuts, machine screws, wood screws, self-drilling screws, spacer posts, lippage caps, bottom spacers, skirt epoxy, application tips, silicone paste, and color-match silicone); and
 - the following items from the Approved System Spec: a shower pan, an entry door, enclosure wall (if needed), and sealant products.

LIMITATIONS, INSTALLATION AND USE REQUIREMENTS

If none of the above Warranty Periods are applicable, then the Company does not provide a warranty for the Product.

This warranty covers Product repair, replacement, or credit only. Applicable limitations with respect to this warranty coverage include, but are not limited to:

- the costs associated with removal of the defective Product or installation of the replacement Product;
- removal, repair or replacement of fixtures, hardware or decorative treatment, including, but not limited to floor, wall, or ceiling treatments;
- costs to match discontinued patterns;
- freight or shipping charges for the replacement Product; or
- any other costs beyond the cost of the replacement Product or credit described above.

The Product must be used for its intended purpose as interior wet-area wall applications in showers, tub surrounds, or wet rooms. Use outside of these intended applications voids this Limited Product Warranty.

All sealant used to install the Product must be sealant products from the Approved System Spec, be inspected annually, and be maintained or replaced in accordance with the Company’s published care and maintenance guide available at buildregal.com/downloads/touchstone/care-and-maintenance-guide.pdf (“Care & Maintenance Guide”). However, the sealants themselves are maintenance items and are not covered under this warranty. Damage resulting from incorrect application, application of non-approved sealants, or deteriorated, improperly applied, or unmaintained sealant is not covered by this warranty.

The Product must not be structurally modified, cut (except as directed in the Installation Guide), refinished, painted, or altered in any way, including after installation.

During the Warranty Period, the Company's obligation as to repair or replacement of the Product shall further be limited to repair or replacement with the styles, models, products, colors, etc. of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. Any repaired or replaced Product shall also remain subject to the original Warranty, and any repair or replacement shall not extend the original Warranty Period in any manner or start any new warranty period.

The Warranty Coverage will not apply to Product installed after one (1) year from the date of purchase of the Product.

15-YEAR & LIFETIME WARRANTY REGISTRATION REQUIRED

Except for the fifteen (15) year and Lifetime Warranty Periods, registration of the Product with the Company and its installation date is recommended but not required for application of this Limited Product Warranty. Registering the Product and its installation date with the Company creates a record that simplifies future warranty claims under this Limited Product Warranty. Registration of the Product and its installation date does not extend or modify the warranty coverage.

Registration of the Product and its installation date is required for the fifteen (15) year and Lifetime Warranty Periods to apply. The purchase date and installation date of the Product must be registered with the Company within thirty (30) days of the installation completion date. Registration must be completed by the Owner by submitting the following information:

- Owner's name and property address;
- Product purchase date and installation completion date;
- Product installed (kit quantity, pattern(s));
- Approved pan and door/enclosure used; and
- Company-Certified Installer business name, contact, and designation number.

Registration with the Company of the Product, its purchase date, and its installation date can be submitted at buildregal.com/touchstone/warranty/register or by email to warranties@buildregal.com.

WARRANTY CLAIMS

Owners may obtain claim coverage under this Limited Product Warranty by notifying the Company in writing at 6130 Cochran Rd., Solon, Ohio, 44139 or warranties@buildregal.com of the defective Product. Such notice must include:

- the Owner's name, address, and contact information;
- a description of the Product involved;
- a description and proof of the defect in the Product and the timing of when the defect;
- a description of how and when the Product was damaged;
- proof of the original purchase of the Product (invoice, receipt, or registration confirmation);
- proof of the date of installation of the Product; and
- the name and contact information of the installer of the Product.

The Company will evaluate the Owner's claim and, if the Company determines in its sole discretion that the damage Product is covered by this Limited Product Warranty, then the Company will determine the appropriate remedy of repair, replacement, or credit and then communicate such determination of remedy to the Owner. The Company shall determine the validity all warranty claims in its sole discretion, including whether a defect is covered by this Limited Product Warranty, whether the installation of the Product was performed in accordance with the Company's Installation Guide, and what remedy will be applied.

DISCLAIMER OF WARRANTIES

The Product must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Product Warranty is conditioned upon compliance with all such instructions.

This Limited Product Warranty does not cover:

- Labor costs for removal, reinstallation, or any other work are the Owner's responsibility.
- All sealant and silicone joints, which are maintenance items.

- Damage from misuse, abuse, or neglect, including but not limited to impact damage, chemical damage from non-approved cleaning products, structural movement of the building, settling, fire, flood, or acts of God.
- Damage from improper installation, including failure to follow the Installation Guide, use of non-approved components, or installation by an unqualified person.
- Normal wear and appearance changes that do not affect the function or structural integrity of the product, including minor color variation inherent to natural porcelain.
- Damage from plumbing, electrical, or structural issues not related to the Product.
- Product purchased from an entity other than a Company-authorized distributor.
- Consequential or incidental damages, including but not limited to water damage to surrounding structures, mold, loss of use, loss of income, or personal injury.
- Non-compliance with Company's Installation Guide and Care and Maintenance Guide.
- Improper storage, installation, handling, use and/or fabrication of the Product.
- Damage not resulting from manufacturing defects that occur while the Product is in the customer's possession.
- Unreasonable or unintended use of Product.
- Product installed with known or visible manufacturing defects at the time of installation.
- Minor conditions such as stains, scratches, color variances, etc.
- Failure or dissatisfaction with appearance of the Product.

Any information or suggestion by Company with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and is made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCT SOLD BY COMPANY IS SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED PRODUCT WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCT, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE AMORTIZED VALUE OF THE PRODUCT'S ORIGINAL PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

LIMITATION OF LIABILITY

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the amortized value of the Product in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

CONTACT INFORMATION

Any question concerning this warranty should be addressed to:

Panel Composite Systems, Inc., d.b.a. Regal Building Products
6130 Cochran Rd., Solon, Ohio, 44139
Attention: Warranties
Phone: (440) 287-0101
buildregal.com



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