



By COMPOSITE PANEL SYSTEMS, LLC
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15 YEAR LIMITED WARRANTY

EPITOME® Quality Foundation Walls 15 YEAR LIMITED WARRANTY

For a period of 15 years from the date of purchase, Composite Panel Systems, LLC (“Seller”) warrants its EPITOME® Quality Foundation Walls also referred to as EPITOME® basements and EPITOME® panels to be free of manufacturer defects in workmanship and materials unless excluded herein. This warranty is contingent upon compliance with the procedure set forth in the EPITOME® Installation Manual provided with the EPITOME® panels. This warranty is further contingent upon compliance with best construction practice and building code specifications that may be applicable at the site of EPITOME® panel installation, including but not limited to local and state building codes, the International Building Code, or the International Residential Code (the “Codes”). Individual site conditions may require perimeter drain placement and site grading must be done in conformity with industry standards for operation of heavy machinery adjacent to the foundation site. This 15 Year Limited Warranty shall be transferrable to an individual or individuals who subsequently purchase a structure in which EPITOME® Quality Foundation Walls have been installed in accordance with the terms and conditions of this document. If the warranty is transferred, all of the terms and conditions as set forth in this document shall apply.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to the EPITOME® Quality Foundation Walls manufactured by or for Seller that can be identified by the “EPITOME®” trademark, trade name, or logo affixed to them and that contain the manufacturer’s serial number. Seller is not responsible for damage arising from failure to follow procedures relating to the use of EPITOME® Quality Foundation Walls set forth in the EPITOME® Installation Manual. This warranty does not apply to damages and/or claims resulting from: (a) damage caused by failure to follow best construction practices as well as all recommendations and requirements outlined in the EPITOME® Installation Manual and the provisions as set forth in the Codes, as applicable; (b) damage caused by accident, abuse, misuse, flood, fire, any acts of God, mine subsidence or other external causes; (c) damage caused by service (including upgrades, expansions and modifications) performed by anyone who is not specifically designated as a representative of Seller; (d) any damage of personal items or affects related to any problem with EPITOME® Quality Foundation Walls; (e) an EPITOME® panel that has been modified to alter functionality or capability without the written permission of Seller; (f) water flowing/seeping above and or below the EPITOME® Quality Foundation Walls foundation and flowing/seeping through improperly sealed joints; (g) after-market non-EPITOME® products and/or services ; (h) any claim which results from something other than a structural defect including, but not limited to, a claim regarding cosmetic discoloration; (i) any foundation not paid for in full, including the balance of any contract plus any and all finance charges applied to your account (j) This warranty extends to the borders of the continental United States.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF MATERIALS OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HERewith INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF MATERIALS, WHETHER MADE BY SELLER, ITS EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY THE SELLER FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF THE SELLER WHATSOEVER.

IN NO EVENT WILL THE TOTAL LIABILITY OF THE SELLER HEREUNDER, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE PARTICULAR MATERIALS WHICH ARE THE SUBJECT OF A SPECIFIC CLAIM. SELLER’S ONLY OBLIGATION SHALL BE TO REPAIR OR REPLACE SUCH QUANTITY OF THE MATERIALS AS IS PROVEN DEFECTIVE.

IN NO EVENT WILL THE SELLER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO ANY PARTY WITH WHOM CUSTOMER CONTRACTS, FOR ANY INJURIES OR DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS EVEN IF SELLER HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES.

OBTAINING WARRANTY SERVICE

It shall be customer’s responsibility to promptly contact Seller and provide digital pictures of the nature of the defect in writing, and in no event later than 30 days after such defect is, or ought to be, discovered. Unless necessary to prevent imminent additional damage, no repairs should be attempted by customer or its contractors, and in no event will Seller reimburse customer for any such charges or assume any responsibility or obligation relative to the corrective measures taken. Rather, in the event that Seller determines that the product is defective, Seller will, at its sole and exclusive option, repair, provide replacement parts, or re-install the replacement or repaired product. If customer refuses the remedial option elected by Seller or if customer proceeds with repairs by an unauthorized third party, this Limited Warranty shall be null and void and Seller shall be released of all liability hereunder. This Limited Warranty is governed by the laws of the State of Wisconsin and venue lies in the Circuit Court of Vilas County, Wisconsin.