



## **a<sup>3</sup>LiGN™ LIMITED WARRANTY**

a<sup>3</sup>LiGN™ (the “Product”) is a proprietary system developed to align stacked prefabricated exterior wall panels (“Panels”) relative to their finished surfaces. PeerEngine LLC (“PeerEngine”) warrants that, for a period of one (1) year (the “Warranty Period”), measured from the date on which the Product is purchased, the Product, when properly installed in strict accordance with PeerEngine’s Installation Guide in place at the time the Product is installed, onto properly designed, engineered, and fabricated Panels that were installed and integrated into building construction in accordance with sound building design and construction practices, shall be free from defects in manufacture.

This Limited Warranty does not cover, and PeerEngine makes no warranty with respect to, products manufactured by others, including but not limited to doors, windows, sealants, flashings, roofing, copings, sheathing, insulation board, studs, and fasteners. PeerEngine also makes no warranty with respect to the design, engineering, fabrication, or installation of any Panel, or the aesthetics, architecture, design, or engineering of any structure or building into or onto which any Panel with the Product is installed, adhered, applied, or otherwise incorporated.

PeerEngine makes no other warranty, express or implied, except as stated herein. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

Defects in or damage to the Product caused by misuse; mishandling; improper storage; improper design or engineering; improper application or installation that fails to strictly follow PeerEngine’s Installation Guide in place at the time the Product is installed, or any defect not warranted hereunder, are not covered by this Limited Warranty. This Limited Warranty also does not cover defects in or damage to the Product caused in whole or in part by an act of God; natural phenomenon; falling objects; projectiles; floods; hail; tornadoes; lightning; hurricanes; pests; chemical fumes; vandalism; civil disobedience; war; terror attack; remodeling or renovation; failure to follow applicable building codes; structural movement; insufficient or defective joinery, waterproofing or air sealing between or around Panels; components installed within or around a Panel, such as windows; or anything other than a defect in the manufacture of the Product pursuant to the terms of this Limited Warranty.

PeerEngine shall not have any obligation under this Limited Warranty where any Product, Panel, or building or structure into or onto which any Panel with the Product is installed or applied, was not properly maintained. Such maintenance shall include, but is not limited to, periodic maintenance, repair and replacement, as needed, of the Product, Panels, roofing, flashing, sealants, seals, paint, and all other areas of water entry or potential water entry, to ensure that they remain watertight and leak proof.

PeerEngine shall not, under any circumstances, be responsible for incidental, consequential, indirect, or special damages of any kind, whether based in warranty, contract, tort (including but not limited to negligence and strict liability), or any other theory, including for lost property value, lost profits or personal injury, or for other damage or loss beyond to the Product itself, or punitive damages, under any circumstance. PeerEngine’s sole and exclusive responsibility and liability under this Limited Warranty shall be to replace any Product warranted hereunder determined to be defective in manufacture pursuant to the terms of this Limited Warranty within the Warranty Period. Product replacement shall be the sole and exclusive remedy under this Limited Warranty, and no claim independent of or beyond this Limited Warranty shall be made regarding, referring or relating to the Product by any person or entity, including but not limited to, in addition to the purchaser of the Product, any general contractor, subcontractor, other contractor, building professional, or building owner.

Since the Product is a building material and is not intended to be sold to consumers except as part of real estate or as a major addition thereto, this Limited Warranty is not intended to apply to any party constituting a consumer as such term is defined by the Magnuson-Moss Warranty Act.

PeerEngine shall not have any obligation under this Limited Warranty unless PeerEngine is notified, in writing, at 13200 Strickland Road, Suite 114, Box 332, Raleigh, NC 27613, ATTN: Warranty Services, within thirty (30) days of the discovery of an alleged manufacturing defect in a Product. PeerEngine shall be allowed reasonable time to investigate a claim made under this Limited Warranty, including to remove samples and perform any testing, including destructive or invasive testing, deemed necessary by PeerEngine. The person or entity making a claim under this Limited Warranty shall make or cause to be made, in a timely manner, all repairs necessary to prevent further damage, loss or injury, except that no such repairs shall be made on less than thirty (30) days written notice to PeerEngine at the above stated address.

This Limited Warranty may not be modified except in writing by an authorized representative of PeerEngine. Failure by PeerEngine to enforce any term or condition of this Limited Warranty shall not be construed to be a waiver of same or of any other term or condition of this Limited Warranty.

Neither the issuance of this Limited Warranty nor any inspection or review of the construction, plans, specifications or details of any Panel, structure or building by or on behalf of PeerEngine shall constitute a warranty by PeerEngine of such construction, plans, specifications or details, or an extension of the terms and conditions of this Limited Warranty to such construction, plans, specifications, or details. Any inspection or review performed by or on behalf of PeerEngine is for the sole and exclusive benefit of PeerEngine and may not be relied on by any third-party without PeerEngine's express written consent.