



**LIFELINE AND RHINO  
EGRESS WINDOW WELL  
LIMITED LIFETIME WARRANTY**

**LIMITED LIFETIME WARRANTY:**

Marflex Building Solutions hereinafter referred to as Marflex, manufacturer of Marflex Window Wells, warrants that its products will be free from defects for the life of the product from the date of purchase for the Original Consumer. Original Consumer means the first consumer purchaser of any Marflex Window Wells, **whether** directly from Marflex or from one of its distributors or retailers. This warranty may not be transferred to a subsequent consumer. This warranty is further subject to the conditions, exclusions and limitations stated below. Any implied warranties not otherwise permitted to be excluded by law are limited to the duration of ownership of the original consumer.

**ADDITIONAL CONDITIONS, EXCLUSIONS, LIMITATIONS:**

Marflex shall not assume responsibility for and the warranty does not apply to:

- 1) Failure to install the Window Wells in accordance with Marflex application instructions and specifications in effect at the time of installation and all applicable National and/or local codes or the failure to use reasonable care in the maintenance of the Window Wells.
- 2) Defects, damages or misapplications occurring during the installation of the Window Wells.
- 3) Normal wear and tear, natural weathering of surfaces and/or fastening hardware.
- 4) An application or condition that exceeds product design standards and/or certified performance specifications.
- 6) Natural disasters or unusual phenomenon including, but not limited to, lightening, gales, hurricanes, tornadoes, earthquakes, acts of God, fire, vandalism, wars, civil disobedience, defects in the underlying material or structure, engineering or structural flaws in the building design or construction.
- 7) Negligence, accidents, misuse, abuse or intentional acts.

**CONSUMER REMEDIES:**

**IN THE EVENT THE COVERED WINDOW WELL CONTAINS DEFECTS COVERED UNDER THIS LIMITED LIFETIME WARRANTY, THEN MARFLEX'S LIABILITY SHALL BE LIMITED TO EITHER (1) REPLACING THE WINDOW WELL AT THE OPTION OF MARFLEX (NOT INCLUDING LABOR AND ANY OTHER COSTS TO REMOVE AND REINSTALL THE DEFECTIVE WINDOW WELL, INCLUDING REPAIR, REPLACEMENT OR RESTORATION OF ANY LANDSCAPING OR SHIPPING COST); OR (2) REFUND UP TO A MAXIMUM OF \$715. THIS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE ORIGINAL CONSUMER PURCHASER.**

**NO LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHOULD MARFLEX BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES) ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT. IN ANY CASE, MARFLEX'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE REPLACEMENT COSTS OR FURNISHING A REPLACEMENT WINDOW WELL AS DESCRIBED ABOVE. 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.

**NO OTHER WARRANTIES:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARFLEX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

**EFFECTIVE DATE OF WARRANTY COVERAGE:**

IF A DEFECT IS DISCOVERED OR OCCURS IN A WINDOW WELL, WRITTEN NOTICE OF THE DEFECT AND PROOF OF PURCHASE MUST BE SENT BY A CONSUMER TO MARFLEX AT ITS OFFICE LOCATED AT 6866 CHRISMAN LANE, MIDDLETOWN, OHIO 45042 WITHIN THIRTY (30) DAYS OF DISCOVERY OF THE DEFECT. IN NO EVENT SHALL CONSUMER RETURN THE WINDOW WELL TO MARFLEX WITHOUT MARFLEX AGREEING TO THE RETURN IN WRITING. MARFLEX WILL NOT BE LIABLE FOR ANY WINDOW WELLS REPAIRED OR REPLACED WITHOUT ITS WRITTEN CONSENT.

No representative, employee or agent of Marflex, or any other person has the authority to assume for Marflex any additional liability or responsibility in connection with the warranty described above.

This warranty is the sole and exclusive remedy of the buyer or consumer against Marflex and is governed by the laws of the State of Ohio and all claims must be made in the State of Ohio, County of Hamilton.