

Atlantic
Premium Shutters®
Ten Year Limited Warranty
Classic Collection

In General. This express limited warranty (“Warranty”) covers performance of the shutters in the Atlantic® Premium Shutters Classic Collection product line (“Shutters”) manufactured by Westlake Royal Building Products Inc. (“Westlake Royal”) and the stainless steel and aluminum hardware (“Hardware”) sold by Westlake Royal or an affiliate of Westlake Royal for use with the Shutters. Shutters and Hardware are collectively referred to as Products. Westlake Royal does not warrant installation labor provided by others except as expressly provided herein.

Who is Covered: This Warranty extends only to the original residential or commercial owner(s) of the residence or building (“Structure”) on the date of purchase of the Products (“Owner”) and shall extend for the terms stated below so long as such Owner owns the structure. Coverage under this Warranty shall cease upon the transfer of ownership of the Structure or upon the death of the last original Owner.

Terms of Warranty. Westlake Royal warrants that the Shutters are free from manufacturing defects which result in cracking, splitting, and rotting under normal weather conditions and that its factory paint finishes on the Shutters will not peel or flake for a period of ten (10) years from the date of purchase as Warranty coverage is shown in Table 1 below. In addition, Westlake Royal warrants that its storm-rated Shutters will perform as specified in the Warranty Standards for Storm Rated Shutters as shown in Table 2 below for a period of three (3) years from the date of purchase. Westlake Royal warrants that its stainless steel Hardware will be free from manufacturing defects for the lifetime of the Structure on which the Products are installed, and its aluminum hardware for ten (10) years from the date of purchase.

Warranty Exclusions:

This Warranty does not apply to any problems with non-defective Products caused by conditions or handling beyond Westlake Royal’s control. This Warranty does not cover claims, damage to or failure of the Products resulting from the following: 1) acts of God or fire; 2) accidental or intentional acts of the Owner, the installer or others; 3) installation not in accordance with Westlake Royal’s express instructions (which shall be solely determined by Westlake Royal); 4) repairs or modifications by persons not authorized by Westlake Royal, or from the use of parts and accessories (i.e. hardware or mounting devices) not authorized by Westlake Royal; 5) unreasonable use, including but not limited to the installation of Shutters other than over window openings or standard entry doors on a Structure, or damage caused by cleaning solvents or power washing; 6) water seepage through closed shutter systems including, but not limited to, storm seepage; 7) fading due to weathering of painted surfaces, as such fading is normal and expected.

1. Storm-rated Warranty coverage will only apply to storm-rated Shutters that are ordered as such from Westlake Royal and are totally installed with approved Atlantic Hardware in appropriate quantities in accordance with Westlake Royal’s instructions prior to the storm causing the damage. Storm-rated Warranty coverage will not apply where polycarbonate sheeting and/or storm bars are ordered as accessories and added to non-storm-rated Shutters.
2. The Warranty does not apply to custom orders for Shutters that, when built, will exceed in size the largest of Westlake Royal’s standard sized Shutters.
3. The finish on Hardware is not warranted against deterioration, including but not limited to, scratches, fading, and corrosion, particularly resulting from airborne sea salt in coastal environs.

Remedies. If the Products do not meet the Warranty, Westlake Royal shall at its option and subject to the Warranty Coverage Schedule shown below (if applicable), repair or replace the Products or refund the purchase price of the Products (less taxes). Reasonable freight charges to return defective Products to Westlake Royal and to ship replacement Products to the Owner will be reimbursed by Westlake Royal for covered claims made within four (4) years of the date of purchase. Westlake Royal will not be liable for labor costs to remove Products from the Structure or to install replacement Products, for travel expenses or for freight charges after the first four (4) years of purchase. Any Products repaired or replaced by Westlake Royal will continue to be covered under the terms of this Warranty for the remainder of the applicable warranty period.

Claims Procedure. Claims under this Warranty will be honored only if the following conditions are met: (1) proof of purchase date and purchase price are provided; (2) Westlake Royal is notified within thirty (30) days after the facts on which the claim is based become known; and (3) Westlake Royal has an opportunity to investigate and approve the claim. Claims may be submitted online at www.atlanticpremiumshutters.com or by calling 800-521-8486.

Replacement and Product Variations. Westlake Royal reserves the right to remove and examine sufficient undamaged Products as well as alleged damaged Products before providing any replacement Product or reimbursement. Westlake Royal will attempt to replace defective Product with new Product having the same color and design; however, the exact color or design may no longer be available, and Westlake Royal reserves the right to replace the defective Product with Product of similar design and color. This Warranty shall be void if anyone makes repairs or modifications to Products that are not first approved in writing by Westlake Royal, except for necessary emergency repairs.

Warranty Limitations. THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF WESTLAKE ROYAL FOR THE PRODUCT(S). WESTLAKE ROYAL HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE PRODUCT(S) INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WESTLAKE ROYAL SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS.

No person, employee, agent or otherwise, is authorized to vary or change the terms of this Warranty, and any statements contained in Westlake Royal’s advertising or other printed materials do not constitute a warranty and shall not be binding on Westlake Royal except as expressly set forth in this Warranty.

Legal Rights. This Warranty gives the Owners of the Products covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.

Table 1 Pro-Rated Warranty Coverage Schedule For Claims Relating To Shutters and Finishes on Shutters	
Years of Use Obtained After Date of Purchase	Percentage Of Purchase Price Less Taxes Paid by Original Purchaser That Westlake Royal Will Pay To Warranty Claimant
0-3 years	100%
4-5 years	75%
6-7 years	50%
8-9 years	25%
10 years	10%

Table 2 Warranty Standards for Storm Rated Shutters	Horizontal Storm Bar System installed on Raised Panel, Louvered, Board and Batten styles no arch and radius top	Bahama Storm System¹ installed on Architectural Collection Bahama style
Meets the requirements of the Large Missile Impact Test (missile level D, wind zone 4) ^{2,3} as defined by ASTM E 1886---05 and ASTM E 1996---05 as specified in the International Residential Code and International Building Code.	Yes	Yes
Meets the Static Pressure and Cyclic Wind load testing as described by ASTM E 1886---05 and ASTM E 1996---05 for storm shutters as specified in the State of Florida Building Code.	No	Yes

1 Bahama Storm System has been independently tested to a Design Pressure of 60 PSF.

2 Wind Zone 4 = 140 mph wind speeds

3 Copies of report summaries of all tests mentioned in this table are available from Westlake Royal upon written request.