

SHURTAPE'S Standard Limited Warranty

**IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS,
AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO
YOU.**

1. Product-Specific Warranties; Order of Precedence (READ FIRST)

This Standard Limited Warranty is the Company's standard written limited warranty for Products unless the Company provides a separate, product-specific written limited warranty for a particular Product (a "Product-Specific Warranty").

If a Product-Specific Warranty applies to a Product, the Product-Specific Warranty governs that Product and supersedes this Standard Limited Warranty in its entirety with respect to that Product (including warranty period, coverage, exclusions, conditions, remedies, limitations of liability, and claim procedures), unless the Product-Specific Warranty expressly incorporates a provision of this STANDARD Limited Warranty.A

Product-Specific Warranty will be expressly identified for the applicable Product on the Product's packaging, label, and/or warranty insert, or on a Company-authorized product detail page or warranty webpage made available at or before the time of sale.

2. Definitions

For purposes of this warranty:

- **"Company"** means Shurtape Technologies, LLC.

- **“Consumer Product”** means a Product that is normally used for personal, family, or household purposes and that is purchased by an individual end-user for such use.
- **“Commercial Product”** means a Product purchased for all other uses, including use for commercial, industrial, contractor, institutional, or other non-household use, including without limitation products purchased for resale, professional application, or business operations (collectively referred to as “commercial uses”). A Product purchased for a commercial use remains a Commercial Product for purposes of this Limited Warranty even if later used for personal, family, or household purposes.
- **“Product”** (without a “Consumer” or “Commercial” designation) means both Consumer and Commercial Products.
- **“Product-Specific Warranty”** means a separate written limited warranty issued by the Company that is expressly designated as the applicable warranty for a specific Product on the Product’s packaging, label, warranty insert, or on a Company-authorized product detail or warranty webpage.
- **“Warranty Period”** means the applicable period of coverage stated in this Standard Limited Warranty or, if applicable, in a Product-Specific Warranty.

3. Scope of Warranty; Consumer v. Commercial Products

This Standard Limited Warranty applies **only** to Products not covered by a Product-Specific Warranty. Unless otherwise noted, the terms of this Standard Limited Warranty apply equally to both Consumer Products and Commercial Products. However, certain sections of this Standard Limited Warranty differ depending on whether the Product is a Consumer Product or a Commercial Product. Those differences are clearly stated in the relevant sections throughout this Standard Limited Warranty.

4. What This Standard Limited Warranty Covers; Period of Coverage

This Standard Limited Warranty applies to Products manufactured and distributed in the United States by the Company under its family of brands, and does not apply to Products that are

covered by a Product-Specific Warranty. Under this Standard Limited Warranty, the Company warrants to the owner of the Product that the Product will be free from defects in materials and workmanship during the applicable warranty period, as follows:

Consumer Products (Standard Warranty Period): The warranty period for Consumer Products under this Standard Limited Warranty is one (1) year from the date of original purchase by the first retail consumer (the “Standard Consumer Warranty Period”). For Consumer Products purchased in California, the Standard Consumer Warranty Period shall run from the date the Product is delivered to the first retail consumer, as required by California Civil Code § 1793.01. The warranty period for a Consumer Product that has been replaced under this Standard Limited Warranty is one (1) year from the date of delivery of the replacement Consumer Product. This Standard Limited Warranty applies only to the original purchaser and is not transferable.**Commercial Products (Standard Warranty Period):** The warranty period for Commercial Products under this Standard Limited Warranty is one (1) year from the date of shipment (the “Standard Commercial Warranty Period”).

- **Products with a Product-Specific Warranty:** If a Product is accompanied by a Product-Specific Warranty, the Product-Specific Warranty governs that Product and this Standard Limited Warranty does not apply to that Product, except as expressly incorporated by the Product-Specific Warranty.

5. Remedy; Exclusive Remedy

If the Product fails to conform to the Standard Limited Warranty during the applicable Warranty Period, the Company will, at its sole discretion, accept the return of the Product and refund the money actually paid by purchaser for the Product. If the Product is no longer available, replacement may be made with a similar Product of equal or greater value, at the Company's sole discretion. This is your sole and exclusive remedy for breach of this Standard Limited Warranty, except as otherwise provided by applicable law.

6. How to Make a Claim; Warranty Conditions

This Section 6 applies only to Products covered by this Standard Limited Warranty. For Products covered by a Product-Specific Warranty, the notice and claim procedures stated in the Product-Specific Warranty control. If you believe the Product may be defective, you may contact Company at the numbers below as noted by brand:

Duck® Brand/Painter's Mate Green®/T-Rex®: 1-800-321-0253

- FrogTape®: 1-877-376-4827
- Shurtape®: 1-888-442-TAPE (8273)

The Company's warranty obligations are conditioned on the owner (a) notifying the Company by calling the number above during the applicable Warranty Period and providing a description of the alleged failure, and (b) complying with the Company's return shipping instructions, and (c) shipping the Product, at owner's cost, to the Company for refund or replacement. Unless otherwise specified herein, the Company will bear all costs of return shipping to owner for an approved claim. However, the Company will have no warranty obligations with respect to a returned Product, including but not limited to costs of return shipping to owner, if the Company determines, in its sole discretion after examination of the returned Product, that this Standard Limited Warranty does not apply to the Product for any of the reasons set forth in Section 7 below.

7. What This Standard Limited Warranty Does Not Cover (Exclusions)

This Standard Limited Warranty does not cover any of the following:

1. Damage to any Product on which the lot number or other identifying markings have been removed or made illegible;
2. Damage caused by any modifications, alterations, tampering, or improper maintenance or repairs to the Product;
3. Damage resulting from handling, storage, installation, or use of the Product which is improper or not in accordance with Company's instructions;
4. Damage resulting from the addition of accessories not approved by Company;
5. Damage caused by abuse, misuse, poor maintenance, or failure to maintain the Product, as determined by Company in its discretion; and
6. Shipping damage.

8. DISCLAIMER OF WARRANTIES (READ THIS SECTION CAREFULLY)

EXCEPT AS STATED ABOVE IN THIS STANDARD LIMITED WARRANTY (AND EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT-SPECIFIC WARRANTY), AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY ALSO LIMITS THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THIS STANDARD LIMITED WARRANTY.

9. LIMITATION OF DAMAGES (READ THIS SECTION CAREFULLY)

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS STANDARD LIMITED WARRANTY (and not to any Product-Specific Warranty unless that Product-Specific Warranty expressly states otherwise) OR THE PRODUCT, AND COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS STANDARD LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

This Section 9 applies only to Products covered by this Standard Limited Warranty unless a Product-Specific Warranty expressly states otherwise.

10. State or Non-U.S. Law

Some states and/or non-US jurisdictions do not allow limitations on how long an implied warranty lasts or exclusions/limitations on incidental or consequential damages, so the above limitations may not apply to you. This Standard Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this Standard Limited Warranty will not apply to the extent prohibited by applicable law.

Updated March 1, 2026