SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

These definitions apply to the terms used in this document:

**COVERAGE** means the extent of our commitment to respond to any claim relating to the siding.

**EXCESSIVE COLOR FADE** means a change in the color of any siding in excess of a "Delta E" of five Hunter units (four Hunter units in the case of Premium Color Products), as determined by us, following the initial installation of the siding, that is not due to a buildup or accumulation of stains, dirt, mold, mildew or any other deficiency caused by the lack of at least annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the section of this document on "Care and Maintenance."

**FIRST-TIME TRANSFEREE** means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

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PURCHASE AND INSTALLATION PRICE means the sum of (a)

the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we may compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

**RESIDENCE** means regular or full-time permanent lodging by a single family.

**SIDING** means vinyl siding, vinyl soffit or related vinyl accessories (but not scallops, shakes, or trim coil).

**WEATHERING** means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

**WEATHERS UNEVENLY** or **UNEVEN WEATHERING**, such as checkerboarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

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#### **CARE AND MAINTENANCE**

Your selection of vinyl siding product to cover your most valuable investment should provide a beautiful appearance and long lasting protection for your home. To keep your investment beautiful over the years, you should implement the following procedure for the major care of your vinyl siding.

While vinyl siding comes closer to being totally maintenance-free than any other siding on the market today, it will become dirty just like any other product exposed to atmospheric conditions.

Generally, your vinyl siding can be cleaned using an ordinary garden hose. If this does not do the job satisfactorily, then we suggest the following:

- 1. Equip the garden hose with a soft-bristled, long-handled car brush.
- 2. Where soil is more difficult to remove (such as an industrial area) the following cleaning solution works well:

1/3 cup detergent

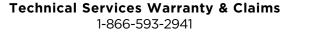
2/3 cup trisodium phosphate

1 gallon water

In certain geographical areas where mildew may be a problem, substitute one quart of 5% bleach for one quart of the water in the above formula.

Where the house is extremely dirty, it is recommended that you start washing from the bottom and go to the top, rinsing frequently. Cleaning solutions should be permitted to stand on the surface of the siding and/or soffit for several minutes before rinsing.

CAUTION: Do not use or mix sodium hypochlorite with other household chemicals or products containing ammonia. To do so will release hazardous gases.



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Limited Lifetime Transferable Warranty

# WHAT IS COVERED BY THIS WARRANTY?

TECHNICAL SUPPORT. We will provide technical support to you and your installer on installation, maintenance and repair problems. However, our warranty only covers technical advice by us that is issued in writing. Our current toll free service number is (866) 593-2941.

MANUFACTURING DEFECTS. We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process.

**EXCESSIVE COLOR FADE.** We will repair, replace or refund the purchase and installation price of any portion of our siding that experiences excessive color fade after the installation of the siding, subject to our examination of a siding sample and you performing at least annually as preventative maintenance the cleaning described in this document under "How to Care for Vinyl Siding."

LIMITED HAIL DAMAGE WARRANTY. It is your responsibility to pursue the cost of the repair or replacement of damaged material through your homeowner's insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hail, and these costs are in excess of your total insurance coverage (excluding your insurance deductible), we will reimburse you for that difference, up to the cost of replacement Product for the damaged Product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

In all cases, the remedy we choose is solely up to us. If we elect to repair or replace Product under this Warranty, we will also cover the reasonable labor costs, as determined by us for the applicable area.

## **HOW LONG DOES THIS WARRANTY COVERAGE LAST?**

INDIVIDUALS. The coverage continues until the earlier of (a) the death of the last to survive of the original individual owners of the residence on which the siding is installed or (b) a transfer of the residence. Variform vinyl siding is non-prorated to the original purchaser.

**CORPORATIONS OR OTHER ENTITIES.** In the case of siding purchased by, or installed on property owned by corporations governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings, other rental property, or other types of buildings or premises not used by individual homeowners as their residences, the warranty period will be 50 years following the installation of the siding, prorated as shown on the proration schedule helow

# FIRST-TIME TRANSFEREES.

The coverage continues on a prorated basis for the first-time transferees of the siding from the original

\*Total claim cost of refund not to exceed original purchase and installation price. \*\*Variform, Inc. the provider of this warranty.

	0-5	100%	
Years From Date of Original Installation	6	90%	% of Total
	7	80%	Claim Cost
	8	70%	to be Covered (including material and labor, if repair is elected
	9	60%	
	10	50%	
	11	40%	
	12	30%	
	13	20%	
	14-50	10%	by us.)*

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purchasers until the earlier of (a) the fiftieth anniversary of the initial installation or (b) a further transfer of the residence or building. When we choose to repair or refund for a first-time transferee, we will pay only a prorated portion of the initial purchase and installation price of the defective portion of our siding, according to the proration schedule

**REPLACEMENT MATERIALS.** Replacement materials are covered until the expiration of the original warranty (for a First-Time Transferee, prorated according to the Warranty Proration Schedule). All warranty coverage is based on the terms and conditions set forth at the time of the original installation.

#### WHAT MUST YOU DO TO BE COVERED?

Because of the length and scope of coverage, you must do the following to be entitled to coverage:

- 1. For this warranty to cover you, you must accept this warranty within one year after installation. You may do this by completing and returning the attached Warranty Registration Card. We suggest that you keep a copy for your records.
- 2. Notify us in writing of any defects or other conditions that may be covered by this warranty within a reasonable time after you discover the condition. The written notice should describe the defect in detail. For claims of excessive color fade, in order to accurately evaluate, we will require the submission by homeowner to the manufacturer (a) a sample piece of the affected area on any and all even color loss claims and (b) a copy of an annual preventative cleaning schedule. You should also provide any additional information that our Warranty Department may request. Our notification address is:

Warranty Department, Variform, Inc.\*\*

303 West Major

Kearney, MO 64060

toll free: (866) 593-2941

- 3. Follow the maintenance procedures listed in this document under "Care and Maintenance."
- 4. If you are a First-Time Transferee, your transferor must have complied with the above requirements; you must comply with Item 2; and you must also register your ownership of the siding within thirty days following the transfer. You may do this by fully completing and returning to us the Warranty Transfer Registration Card that is attached. We suggest that you keep a copy of this card for your
- 5. In the event we choose to repair or replace siding, you will need to identify a qualified installer.
- 6. Do not begin repair before you receive written notice from us. All warranty work must first be approved by us. If we elect to repair or replace rather than make a refund, we will see that the repair and/or replacement work is performed at a mutually agreeable time.

#### ITEMS WE ARE NOT RESPONSIBLE FOR

Our responsibility under this warranty is limited. In particular we are NOT responsible for any defects or failures due to:

- Installation or handling of siding after it leaves our factory, including any lack of performance or improper performance in any way by the siding installer. (Please assure that the siding is installed by a qualified installer. Although we are not responsible for installation, we can provide detailed, current installation instructions and manuals as needed )
- Abnormal use of the siding.
- The application of paint, varnish or other coating over the siding's original finish
- Any lack of compatibility between our siding and any other product not manufactured by us that causes damage to or failure of the siding.
- Labor, transportation or installation costs, except when we choose to repair or replace the damaged or defective material and the damage does not result from hail
- Color variance between any new replacement panel and other panels. (We reserve the right to discontinue or modify any siding product line or color without notifying the original purchaser. If the original siding

- product is not available, we retain the right to choose to use replacement material of equal value or quality.)
- Uneven fading, color change or "striping" of siding due to installation over dissimilar, inconsistent or inadequate sheathing or backer board;
- If we elect to repair or replace damaged or defective product, we will only cover reasonable labor costs for the applicable area, as determined by us.
- Warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
- Damage caused by, among other things, weathering, oxidation, mold, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or civil disorder, accidents or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals or vapors).
- Except for excessive color fade during the first five years after installation (twenty-five years for Premium Color Products) and uneven weathering, color change of the siding due to weathering, because weathering will cause any colored surface to gradually lighten, darken, chalk or accumulate dirt or stains. (The severity of these conditions depends on air quality, the geographic location of the property and other local conditions over which we have no
- Fading or color change of brown soffit or accessories when used as vertical siding or in any application with direct exposure to sunlight.

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WE ARE ALSO NOT RESPONSIBLE FOR AND DISCLAIM ANY WARRANTY NOT MADE EXPRESSLY IN THIS DOCUMENT. ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED IN THIS WARRANTY DOCUMENT, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

THE REMEDIES PROVIDED HEREIN ARE A WARRANTY CLAIMANT'S SOLE AND EXCLUSIVE REMEDIES, WHETHER FOR CLAIMS UNDER AN EXPRESS WARRANTY OR ANY IMPLIED WARRANTY, BREACH OF EITHER, IN TORT OR OTHERWISE.

IN NO EVENT ARE WE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE, INSTALLATION, OWNERSHIP OR USE OF OUR PRODUCTS, NOR SHALL WE BE RESPONSIBLE FOR REPRESENTATIONS, WARRANTIES OR AGREEMENTS MADE BY ANY EMPLOYEE, AGENT OR OTHER PERSON THAT PURPORT TO MODIFY OR ADD TO ANY OF OUR OBLIGATIONS UNDER THIS DOCUMENT. YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY IS SET FORTH IN THIS DOCUMENT.

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