

# Vinyl Siding Lifetime Limited Warranty

Alside Premium Vinyl Siding and Soffit (except for Pelican Bay which carries a separate warranty) are warranted by Alside against blistering, corroding, flaking and peeling as a direct result of defects occurring in the manufacturing process, under normal use and service, subject to the terms and conditions contained in this Warranty.

If Alside determines that a claim is valid in accordance with the terms of this Warranty, Alside agrees, at it's sole option, to repair, refinish or replace only the defective siding panels and assume 100% of the cost of material and labor.

In the event that the building upon which the warranted siding and/or soffit have been installed comprises multiple residential or commercial units, including condominiums, then each individually addressed unit shall be deemed to be a separate property owner unit for all applicability purposes of this Limited Warranty. For an entity other than living persons, the warranty period shall be for fifty (50) years from the original date of installation, under this Limited Warranty.

# **Transferability Provisions**

This limited lifetime warranty (this "Warranty") remains in effect for as long as the owner(s) of the property to which the Products were originally applied [the "Original Property Owner(s)"] continues to live in and to own the property. In the event that there is more than one Original Property owner, this warranty will remain in effect as long as one of the Original Property Owners is living and owns an interest in the property. Upon change in ownership, this warranty may be transferred to the new owner(s) ("Subsequent Transferee(s)") as a fifty (50) year, limited non-prorated warranty beginning from the date of original installation of Products. Upon transfer fade shall be covered as set forth in the Fade Protection Schedule.

### **Exclusions**

Alside does not warrant installation nor defects caused by installation. This Warranty covers only the specific manufacturing defects as specified herein. This Warranty does not cover any other damages or material failure including, but not limited to, normal weathering, oxidation, Acts of God, fire, flood, impact from foreign objects, chemical pollutants, mildew, structural defects, negligent maintenance or abuse or distortion or warping

due to unusual heat sources (including but not limited to barbeque grills, fire, or reflection from window or doors, or other objects). Normal weathering may cause any surface to oxidize, chalk or accumulatesurface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, the quality of the atmosphere and other local factors in the area, over which Alside has no control, contribute to the severity of these conditions. This Warranty is valid only if genuine Alside Premium Vinyl Siding or Soffit are used, but shall be void if accessory Products incompatible with the siding or soffit are installed which cause defects to occur. The warranty does not apply to siding that has been painted, varnished, or similarly coated over the manufacturer's original finish unless coating is authorized by Alside pursuant to this warranty.

## **Lifetime Limited Fade Protection**

Alside warrants that the Products will not excessively fade. Excess fade is defined as a change greater than 4 Hunter Units of Delta E. This limited lifetime Fade Protection remains in effect for as long as the owner(s) of the property to which the Products were originally installed [the "Original Property Owner(s)] continues to live in and to own the property. For an entity other than living persons, the Fade Protection period shall be for fifty (50) years from the original date of installation under this Limited Warranty prorated under the following schedule.

# Alside will cover fade on the following basis:

Alside upon notification and validation of the complaint, will, solely at its option, either repair, replace or refinish (providing materials and labor) Products that have faded, provided such fading is in excess of 4 Hunter units of Delta E.

% of Purchase Price of Originally Installed

## **Fade Protection Schedule**

Number of Years

١		Claim Date		will be Responsible	Alsiae
	During	original pu	rchaser's prope	erty ownership	100%
	Subseq	uent Owner	s and others c	overed by a 50-year prorated warranty: 0-5 years	100%
	More th	nan 7 but le	ss than 8		80%
	More th	nan 8 but le	ss than 9		70%
	More th	nan 9 but le	ss than 10		60%
	More th	nan 10 but l	ess than 11		50%
	More th	nan 11 but l	ess than 12		40%
	More th	nan 12 but l	ess than 13		30%
	More th	nan 13 but l	ess than 14		20%
	More th	nan 14 but l	ess than 50		10%

Due to normal weathering, replacement Products may differ in gloss and color from Products that were originally installed. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products determined by Alside to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs beyond these amounts are the property owner's responsibility.

# Hail

Alside Premium Vinyl Siding and/or Soffit is also warranted against damage from hail. In such cases, upon authorization, the replacement materials only are

covered. In the case of hail damage, the homeowner should first pursue their homeowners' insurance policy for coverage. In the event that coverage is denied by insurance carrier, homeowner will be entitled to the hail protection coverage hereunder. All other costs of replacement of hail-damaged Products, including the cost of labor, shall be the sole responsibility of the Original Property Owner(s) or subsequent owner(s) of the property.

## **Claim Handling**

Any claims for defects under this Warranty must be reported to Alside, Consumer Services Group, 1-800-489-1144 within the warranty period and promptly after discovery of the claimed defect, describing the defect claimed. Proof of product purchase and proof of property ownership is required for coverage under this warranty. The homeowner may be asked to complete a questionnaire and submit photos and/or samples, or at Alside's option, a reasonable time shall be allowed for inspection purposes. The obligation of Alside, under this Warranty, shall be performed only by persons designated and compensated by Alside for that purpose and is subject to all other provisions of this Warranty.

The original warranty shall not be extended by any such work performed, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this Warranty to the warranty work performed. A color variance may occur between any new replacement panel in comparison to the originally installed panels due to weathering exposure and would not be indicative of defective siding or soffit. Alside reserves the right to discontinue or change any siding or soffit as manufactured. If the siding or soffit originally installed are not available and Alside determines to replace the defective siding, Alside shall have the right to substitute siding or soffit designated by Alside to be of equal quality. Alside may elect to refund the original purchase price for only the defective materials.

The provisions of this Warranty are the full and complete warranty policy extended by Alside.

This Warranty shall remain in effect only if normal cleaning practices are performed for maintenance of the siding or soffit. (See Care and Cleaning.) This Warranty shall be null and void if harmful cleaning compounds are used.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE EXPRESS WARRANTIES EXTENDED BY ASSOCIATED MATERIALS INCORPORATED AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR THE SIDING OR SOFFIT. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF ASSOCIATED MATERIALS INCORPORATED AND SHALL BE THE PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. ASSOCIATED MATERIALS INCORPORATED SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE SIDING OR SOFFIT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.