# **ChamClad®**

**Siding and Cladding Warranty** 



MAY 15,2019



## **ChamClad®**

#### **COVERAGE UNDER THIS WARRANTY**

ChamClad® Limited 25 Year Warranty on PVC siding, cladding and accessories (product) extends to the original homeowner or purchaser as long as the purchaser shall live and own the property on which the product was originally installed. ChamClad® warrants the product as free from manufacturing defects in material or workmanship. If the product is applied according to ChamClad® installation instructions, the product is further guaranteed against warping, discoloring, blistering or peeling. If the defect occurs during the lifetime of the owner and the owner still owns the property on which it was installed, ChamClad® ,will at it's own discretion, repair, restore or replace the product determined to be defective.

The product is subject to the limitations as set out further in this warranty. The limited coverage by this Warranty ceases upon the sale of the property or death of the original owner(s) of the property at the time of installation unless the warranty is transferred to the new owner(s) by applying to **ChamClad®** in writing within 60 days of the sale. This warranty is limited to individual homeowners only and to a maximum of 25 years. In the case of corporations, governmental agencies, trusts, religious organizations, schools, condominiums or cooperative housing, the Limited Warranty is deemed to be 25 years and non-transferable.

Should any of the **ChamClad®** product be determined by to have any manufacturing defects, it is at the discretion of **ChamClad®** to either replace or repair and return said product to the homeowner via the authorized **ChamClad®** retailer/distributor. **ChamClad®** will determine the degree of discoloration or fading as to what is considered reasonable or excessive. It is at the sole discretion of **ChamClad®** if a labor allowance is to be given along with replacement product. It is important that a Warranty Claim form be filled out and sent to **ChamClad®** to start a claim. If there are any questions, please contact **ChamClad®** Customer service at 1-(780)454-4430.

### **EXCLUSIONS and LIMITATIONS UNDER THIS WARRANTY**

**ChamClad®** obligations and liability under this Limited 25Year Warranty are expressly conditional upon, and subject to, the following conditions:

- 1. The installation shall have been completed in accordance with **ChamClad®** installation instructions. Nothing in this warranty will construe a warranty of workmanship of any installer nor impose any liability of unsatisfactory performance caused by faulty installation.
- 2. The warranty shall have been registered as set out and that the purchaser/transferee shall supply all pertinent information which is reasonably requested by ChamClad® relating to the product.
- **3.** This warranty shall not apply to the destruction or damage of **ChamClad®** product or it's failure to adhere to any surface when it results from misuse, neglect or impact from foreign objects or when caused by fire, wind, earthquake or acts of God.
- 4. This warranty does not apply to abnormal surface weathering, brought about by air pollution, fumes, vandalism, misuse, harmful chemicals, close proximity to fire sources such as fireplaces, barbeques or heaters.
- 5. ChamClad® products are not warrantied against discoloration or other damage brought about due to air pollution, harmful chemicals or normal weathering. Normal weathering is classified as the effects of UV rays on the finish of the products. These effects can be seen over time and can be due to building location, over which ChamClad has no control. If the fading is in excess of Delta 2 Hunter units as determined by testing, then ChamClad® will warrant fade and discoloration.
- 6. based on current window technology with highly reflective coatings, this warranty does not apply where there is a reflective distortion brought about by windows, and windows on adjacent houses.
- 7. This warranty does not apply to siding or cladding that has been painted or sealed using a varnish or similarly coated over the original factory finish.
- **8. ChamClad**® will not be responsible for any special or indirect damages, including without limitation loss of profit, loss of business or any other commercial loss of any kind arising from a breach of this warranty, for the sale of the product or from

- negligence or omissions on the part of **ChamClad**®, it's agents or employees. **ChamClad**® obligation under this 25 Year warranty is limited to repair, restoration or replacement of product, at the discretion of **ChamClad**®.
- **9.** If a claim is made for a product that is no longer available, **ChamClad®** reserves the right to supply a siding product that at **ChamClad®** sole discretion is of equal quality and color range for the purpose of fulfilling **ChamClad®** obligations pursuant to this warranty.
- 10. Any person to whom product is supplied under the terms of the Limited warranty shall only be entitled to benefits of the unexpired term of the warranty applicable to the product originally installed.

#### CLAIM PROCEDURES UNDER ChamClad® WARRANTY

To make a claim under **ChamClad**® warranty, the original owner, or registered Transferee must notify **ChamClad**® within thirty (30) days of discovering the defect. Such notice must be in writing and shall be sent by Certified or registered mail postage prepaid and addressed to: **ChamClad**®, 10235-184 Street, Edmonton, Alberta, T5S 2J4. The claim must include a description of the defect, date of discovery, and the property address where the product was installed.

With reasonable notice the owner shall allow our agents and/or distributor to enter the property and building to view he product only when deemed necessary and solely by **ChamClad®**. When asked, the owner or Transferee will be responsible to provide all documentation and defective samples at the Owner's expense.

