



# WARRANTY

Exterior and Interior Cladding

[info@chamclad.com](mailto:info@chamclad.com)

[Chamclad.com](http://Chamclad.com)

780-456-4430

January 19, 2024



# COVERAGE UNDER THIS WARRANTY

Chameleon Wrapping and Lamination Ltd. is pleased to offer a 50-Year Limited Warranty (15 years non pro-rated) on its ChamClad® line of Rigid PVC siding, cladding and accessories (the “product”), on the terms and conditions set out herein (the “Warranty”).

Chameleon warrants the product will be free from initial manufacturing defects in material or workmanship (“initial defects”) for a period of 50 years (15 years non pro-rated) from the date of purchase. Provided the product has been stored and installed according to ChamClad® installation instructions, the product is warranted for a period of 50 years (15 years non pro-rated) (as prorated as set out below) against warping, blistering, and peeling (“technical failure”), subject to the limitations contained herein.

The product, like all materials, will experience some degree of discolouration due to age, sun exposure, and other environmental conditions. Provided the product has been stored and installed according to ChamClad® installation instructions, Chameleon further warrants the product against unreasonable discolouration for a period of 15 years from the date of purchase (subject to the limitations contained herein). In the event a claim is brought under the Warranty for unreasonable discolouration, Chameleon, in its sole discretion, will determine whether the degree of discolouration or fading is unreasonable or excessive, having regard to the factors set out below.

In the event of initial defects, technical failure or unreasonable discolouration covered by the Warranty, Chameleon will, at its sole discretion, repair, restore or replace the product in accordance with the claims provisions set out below. Chameleon’s responsibility is limited to the product only. Coverage for installation and labour costs will not be covered by Chameleon at Chameleon’s sole discretion, and unless otherwise agreed by Chameleon in writing, all labour and installation costs are the sole responsibility of the homeowner. The warranty on the repair or replacement product will be limited to the unexpired term of the Warranty for the product which was repaired or replaced.

The Warranty extends to the original purchaser(s) of the product. The Warranty shall terminate upon the sale of the property or the death of the original purchaser(s)/homeowner(s), unless the Warranty is transferred to a new owner by applying to Chameleon in writing (as more particularly set out herein) within 60 days following the sale. Failure to transfer the Warranty to a new owner in strict compliance herewith shall result in the balance of the Warranty period being forfeited.

The right to transfer the Warranty is limited to individual homeowners only and under no circumstances shall any transfer be deemed to extend or renew the warranty period, which in all cases shall be a maximum of 50 years (15 years non pro-rated) In the case of corporations, governmental agencies, trusts, religious organizations, schools, condominiums, or cooperative housing, the Warranty is non-transferable, except by a builder to the home purchaser in the event of a new home build.

Should any of the product be determined by Chameleon to have any manufacturing defects or suffer technical failure, Chameleon, in its sole discretion, shall determine whether to replace,

restore, or repair and return said product to the homeowner via the authorized ChamClad® retailer/distributor.

To start a claim, a Warranty Claim Form can be filled out and sent to Chameleon. If there are any questions, please contact Chameleon's customer service at 1 (780) 454 4430 or at [info@chamclad.com](mailto:info@chamclad.com).

The product is not warranted for suitability of use in all situations. It is the sole responsibility of the purchaser to determine the suitability, effectiveness, and safety of any particular use or application of the product. As building code regulations and conditions vary from area to area, each purchaser should consult local building and safety codes for specific requirements, and qualified exterior contractors to determine the suitability.

## EXCLUSIONS AND LIMITATIONS UNDER THIS WARRANTY

Chameleon's obligations and liability under the Warranty are expressly conditional upon and subject to the following:

1. The installation, storage, and proper handling of the product must have been completed in accordance with **ChamClad®** installation instructions (please refer to [www.chamclad.com](http://www.chamclad.com) for storage, installation and care 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, including, but not limited to failing to ensure proper spacing for expansion and contraction. When storing the product prior to installation, it is important that it is not left uninstalled in direct sunlight. Leaving uninstalled product in direct sunlight will void the Warranty.
2. The Warranty must have been registered as required herein, and any transferee must have completed and submitted the proper transfer documentation to Chameleon. The claimant must provide Chameleon with all information which it reasonably requires to evaluate the Warranty claim.
3. This Warranty does not cover destruction of or damage to the product, or to the product's failure to adhere to any surface, where caused or contributed to by improper installation, improper cleaning (including the use of unapproved cleaning products or any abrasive materials), misuse, neglect, impact from foreign objects, ice, fire, wind (including tornados or other extreme wind events), earthquake, flooding (overland or otherwise), lightning or acts of God.
4. This Warranty does not cover abnormal surface weathering or distortion which may be caused or contributed to by air pollution, fumes, vandalism, misuse, harmful chemicals, or close proximity to heat sources such as fireplaces, barbecues, heaters and open flames. This Warranty does not cover damage to the product's finish resulting from foreign substances such as grease, oil, sand, and dirt.

5. This Warranty does not cover damage to the product caused or contributed to by the reflection, refraction, or intensification of sunlight from nearby highly-reflective surfaces. Care must be taken when determining whether the product is suitable for its proposed application by determining whether there are any reflections, refraction or intensification of sunlight which may arise from windows, doors, or other highly reflective surfaces, including those on adjacent properties.
6. This Warranty does not cover discolouration (whether unreasonable or otherwise) or other damage caused or contributed to by air pollution, harmful chemicals and harsh weather conditions. Normal weathering is to be expected as a result of exposure to ultraviolet radiation, atmosphere and weather that may cause staining, fading or other issues which may vary due to the geographic location of a property, sunlight, air quality, or other factors.
7. Coverage under this Warranty for discolouration will be limited to abnormal or unreasonable discolouration, judged against the weathering performance provided by Chameleon's laminate supplier. The standard for unreasonable discolouration in ordinary conditions shall be a colour difference  $\geq$  grey scale 2/3 (ISO 105-A02) for exposure in the US and Canada, and otherwise shall be in the sole discretion of Chameleon. Chameleon may require independent lab testing to evaluate a claim for unreasonable discoloration.
8. In the event the product has been painted or sealed using a varnish or otherwise coated over the original factory finish, this Warranty will be void.
9. The Warranty will be void if the product is not cleaned in accordance with the approved cleaning methods, as more particularly set out below and at [www.chamclad.com](http://www.chamclad.com).
10. ChamClad® products are not warranted against movement distortion caused by structural movement or ground settlement. Use of ChamClad® products beyond normal commercial and residential use in an application not recommended by Chameleon or the local building codes will not be covered.
11. Chameleon's sole and exclusive liability under this Warranty is limited to the repair, restoration or replacement of the product. Chameleon shall not be liable for any other losses, damages, or expenses, whether direct or indirect, incidental, consequential, punitive, exemplary, or otherwise whatsoever, including without limitation, costs of removal or reinstallation of the product, labour, freight, taxes, loss of goodwill, lost profits and loss of use. Chameleon's total liability whether arising from or based on contract, warranty, negligence, tort, strict liability, or any other cause or basis whatsoever, is strictly limited to the purchase price of the products involved. Chameleon will not be responsible for any 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 Chameleon, its agents or employees. The warranty on any repaired or replacement products will be limited to the unexpired term of the warranty on the original product.

12. If a claim is made for a product that is no longer available, Chameleon reserves the right to supply a siding product that, in its sole discretion, is of equal quality and colour range for the purpose of fulfilling Chameleon's obligations under this Warranty.
13. Any person to whom product is supplied under the terms of the Warranty shall only be entitled to benefits of the unexpired term of the Warranty applicable to the product originally installed.
14. The Warranty coverage against technical failure is pro-rated as per the below pro-ration schedule (starts from the original date of purchase of the product):
  - First 15 years (0 - 15 years) - 100% of the cost of materials will be covered
  - Next 5 years (16 - 20 years) - 75% of the cost of materials will be covered
  - Next 10 years (21 - 30 years) - 50% of the cost of materials will be covered
  - Next 10 years (31 - 40 years) - 25% of the cost of materials will be covered
  - Next 10 years (41 - 50 years) - 10% of the cost of materials will be covered
15. If any of the exclusions, disclaimers or limitations are prohibited by law, such provisions may be severed from the Warranty without otherwise affecting the validity of the balance of the provisions.
16. This warranty is exclusive and in lieu of any and all other warranties, express, implied, and statutory.

## **CLAIM PROCEDURES UNDER CHAMCLAD® WARRANTY**

To make a claim under the Warranty, the original owner or registered transferee must notify Chameleon within thirty (30) days of discovering the defect. Such notice must be emailed to [info@chamclad.com](mailto:info@chamclad.com). The claim must include a description of the defect, date of discovery, the property address where the product was installed, and proof of purchase.

With reasonable notice, the owner shall allow our agents and/or distributor to enter the property and building to view the 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.

# CHAMCLAD® WARRANTY REGISTRATION FORM

Please fill out this form completely and include a copy of your invoice (proof of purchase) and email to: [info@chamclad.com](mailto:info@chamclad.com)

1. CUSTOMER NAME:

2. ADDRESS WHERE PRODUCT IS INSTALLED:

3. DATE PRODUCT WAS INSTALLED:

4. COPY OF INVOICE FROM DISTRIBUTOR (PROOF OF PURCHASE):

5. INSTALLER INFORMATION (NAME AND CONTACT):

## CARE AND MAINTENANCE OF CHAMCLAD® PANELS

ChamClad® products are designed to be low maintenance and our Laminate Films have exceptional properties that ensure ease of cleaning and surface longevity. They are highly ultra-violet, pollution and salt air resistant. The film's low surface tension makes it inherently dirt-repellent and therefore easy to clean. ChamClad® panel finish includes anti-graffiti properties and in most cases is easily removed with a mild kitchen detergent and warm water. Should you experience removal difficulties, please contact us at [info@chamclad.com](mailto:info@chamclad.com)

ChamClad® panels are cleaned naturally with rainwater. If you choose to clean your panels, use neutral detergent and water.

- Using a soft bristled nylon brush attached to a garden hose, clean the surface with a mild PH neutral soap or non-abrasive kitchen detergent in warm water. **DO NOT USE** abrasive, erosive, or caustic solvents to clean ChamClad® panels as they can damage the panel finish and could void the warranty. To avoid streaking start at the top of the wall – working your way to the bottom.
- Follow with a thorough rinsing of fresh water to ensure that substances such as airborne salts, dirt and pollutants are removed.
- Always remove unintentional paint splashes, stucco spills, etc. immediately to prevent the possibility of permanent staining.
- You may pressure wash panels with a low PSI washer. **DO NOT** exceed 1500 PSI.

Provided that Regular Care and Maintenance practices are followed, ChamClad® Exterior wall panels will provide long term performance and protect your investment.