

# Limited Elite Extra Solid Paint Warranty



## Engineered siding Maibec® Resistech™ Factory-Painted Siding Textured and Smooth Finishes

WARRANTY APPLICABLE IN UNITED STATES TO PRODUCTS SOLD THROUGH AUTHORIZED MAIBEC RETAILERS.

### DURATION AND SCOPE OF WARRANTY

Under the terms and conditions of this warranty, Maibec Inc. warrants the Elite Extra solid paint on the product against peeling, blistering, erosion or excessive discoloration due to chalking, yellowing or fade of the product beyond normal weathering, under normal exposure conditions for a period of **thirty (30) years** from the date of purchase. Excessive discoloration is defined by a change in color greater than three (3) delta E's.

A. For the **first twenty (20) years** after the purchase date, Maibec Inc., at its sole discretion, shall reimburse either the purchaser or subsequent owner of the building, on which the product is applied as the case may be, for a portion of the cost of paint and labor according to the following parameters:

1. Maibec will provide \$0.25 per square foot for the coating material to recoat the affected area.
2. During the first **seven (7) years** following the date of purchase, Maibec will provide for the labor an amount limited to a total cost of not more than \$1.25 per square foot for the affected area.
3. From **year eight (8) through year twenty (20)**, labor costs will be degressive, following the schedule below:  
Year 8: 90% or \$1.13 per square foot  
Year 9: 80% or \$1.00 per square foot  
Year 10: 70% or \$0.88 per square foot  
Year 11: 60% or \$0.75 per square foot  
Year 12: 50% or \$0.63 per square foot  
Year 13: 40% or \$0.50 per square foot  
Year 14: 30% or \$0.38 per square foot  
Year 15: 20% or \$0.25 per square foot  
Year 16: 20% or \$0.25 per square foot  
Year 17: 20% or \$0.25 per square foot  
Year 18: 20% or \$0.25 per square foot  
Year 19: 20% or \$0.25 per square foot  
Year 20: 20% or \$0.25 per square foot

B. During the **ten (10) remaining years** of the warranty, Maibec Inc., at its sole discretion, shall only provide \$0.25 per square foot for the coating material to recoat the affected area.

This warranty specifically excludes any other damage, of whatever nature, including the cost of labor if needed (except what is provided for the first twenty (20) years of warranty as mentioned above), installation or reinstallation costs and other direct or indirect damage, real or anticipated, present or future.

By purchasing the product, the purchaser accepts the terms and conditions of this warranty, which replaces any other representation, warranty or condition, explicit or implicit, statutory or other. The terms of this warranty are transferable to the subsequent purchaser of the residential or commercial building upon which the product has been installed.

### CONDITIONS OF THIS WARRANTY

- A. This Limited Solid Paint Warranty is conditional upon compliance with Maibec installation requirements\*, proper and regular maintenance\*\* and building codes applicable in your region. Failure to comply with these requirements and codes will void the warranty. The installation requirements can be found in the product bundle. They are also available on maibec.com.
- B. This Limited Solid Paint Warranty is also conditional on compliance with the written notice and claim requirements set forth below and Maibec performing an inspection prior to any repairs being made to confirm in writing that the product shows one of the defects covered by this warranty. Failure to comply with these requirements will void the warranty.

### EXCLUSIONS

- A. If a product is found to be unsatisfactory prior to installation, for whatever reason, it must not be installed and Maibec must be contacted immediately. Installation of the product constitutes full and complete acceptance of the product by the client and Maibec Inc. will not be held liable, in any way, if a defective or non-standard product is installed. Maibec Inc. shall not be liable for any consequential or special damages, or for other expenses (material, labor or any other expenses) which may arise in connection with this warranty.
- B. This warranty shall be void if the product is immersed in water or comes into direct contact with the ground or adjacent horizontal structures including house boat and boat house.
- C. This warranty does not cover any other damages other than those previously noted such as, but not limited to, defects due to (a) improper handling, faulty installation, improper ventilation and drainage, breakdown of the underlaying substrate, improper storage or defective building or wall design; (b) repairs and/or altering of the product; (c) touch-up misapplication; (d) movement of the structure to which the product is installed; (e) wear and abrasion caused by the combined effects of the wind and salt air, the wind and sand or the wind and snow/ice; (f) acts of God such as, but not limited to, hurricanes, tornadoes, floods, earthquakes, and sleet and hail; (g) growth of mold and/or mildews or any other biological agent on any surface of the product; (h) contact with harmful chemicals, fumes, vapors or air pollutants.
- D. Fading and discoloration caused by normal wear and exposure to the elements are naturally occurring phenomena and do not constitute a product defect, and therefore are not covered by this Limited Solid Paint Warranty.
- E. Siding is for vertical installation only. Siding installed to non-vertical surfaces such as sloping or angled walls are not covered by any warranty.

### SUBMITTING A CLAIM

- A. The covered person must contact Maibec Inc. within thirty (30) days following the discovery of any product failure or defect covered by this warranty. The claimant is responsible for providing the information and supporting documents needed by Maibec Inc. to investigate the claim.
- B. Any claim under this warranty made by the purchaser or subsequent owner, as the case may be, must be made in writing during the period covered by the warranty and must include the original invoice from the authorized retailer of the Maibec siding product.
- C. Upon reasonable notice, the Purchaser or Owner must allow Maibec's agents to enter the property and structure on which the product(s) is applied to inspect such product(s). For the avoidance of any doubt, such an inspection may require the removal of some of the product from the structure to which it has been installed.
- D. Any resolution between Maibec Inc. and the covered person regarding the refund, material replacement or corrective action constitutes a full settlement and release of all claims relating to this warranty.
- E. In the event that the claimed product is no longer offered, Maibec reserves the right to provide another product of equivalent value.

Maibec Inc.  
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\* SEE THE MAIBEC RESISTECH™ SIDING INSTALLATION GUIDE FOR DETAILS AT MAIBEC.COM  
\*\* SEE THE MAIBEC SIDINGS MAINTENANCE AND STAINING GUIDES FOR DETAILS AT MAIBEC.COM

THIS WARRANTY IS GOVERNED BY THE LAWS IN FORCE IN THE PROVINCE OF QUÉBEC AND MUST BE INTERPRETED ACCORDING TO THOSE LAWS. ANY DISPUTE BETWEEN THE PARTIES WILL BE HEARD BY THE COURTS OF THE JUDICIAL DISTRICT OF QUÉBEC, TO THE EXCLUSION OF ANY OTHER COURT.