

ABTCO Warranty Information

1. WARRANTY COVERAGE

A. COVERAGE. This warranty applies to the original retail purchaser ("Purchaser") of ABTCO vinyl siding, soffit and accessories ("Product(s)") and to any owner ("Owner") of a building on which the Product(s) is originally installed.

B. WARRANTY. We warrant that our Product(s), when applied in residential applications in the United States and Canada (including prefabricated residences located or to be located on a permanent building site) will remain free from manufacturing defects that cause peeling, flaking, rusting, blistering or rotting ("Nonconformities"). IF THE PRODUCT DOES NOT COMPLY WITH THIS LIMITED WARRANTY, OUR LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT PROVISIONS SET FORTH IN SECTION 5.

C. HAIL DAMAGE. In the event of damage by hail, the Owner should report the damage to his or her homeowner's insurance company to pursue coverage under a homeowner's insurance policy. To the extent Product(s) damaged by hail is not covered by the homeowner's insurance policy, we warrant to the original retail Purchaser only that we will provide replacement material only for the damaged Product(s). The Owner shall be responsible for the payment of all installation, labor, freight costs and for the purchase of any additional siding intended to replace undamaged Product(s).

D. WARRANTY TERM. If the original Purchaser of the Product(s) is an individual, the warranty term will be that original Purchaser's lifetime. If the original Purchaser of the Product(s) is not an individual, the warranty term will be deemed to be 50 years. The warranty period for any Product(s) repaired or replaced under this Warranty shall be equal to the remaining warranty period applicable to any Product(s) originally installed on the residence.

2. WARRANTY TRANSFER

This warranty, except for the hail damage warranty in Section 1C, may be transferred to the subsequent owner of the residence where the Product(s) has been installed if we are notified of change in ownership within ninety (90) days of the change. Failure to notify us of change in ownership shall relieve us of all further obligations hereunder. Upon change in ownership of the residence where the products were originally installed and our receipt of timely notice of change of ownership, the warranty period shall be fixed at fifty (50) years from the date of original installation.

3. EXCLUSIONS FROM WARRANTY COVERAGE

THIS EXPRESS WARRANTY PROVIDES A REMEDY ONLY FOR THE NONCONFORMITIES REPORTED AND CONFIRMED IN ACCORDANCE WITH SECTION 7. DISCOLORATION CAUSED BY AIR POLLUTION OR EXPOSURE TO HARMFUL CHEMICALS IS NOT COVERED BY THIS WARRANTY. DISCOLORATION CAUSED BY EXPOSURE TO THE ELEMENTS OR NORMAL WEATHERING, IN EXCESS OF A DELTA E OF 7 COLOR UNITS AS MEASURED BY AN INDUSTRY STANDARD COLOR MEASUREMENT DEVICE, IS NOT COVERED BY THIS WARRANTY. IN ADDITION, THIS WARRANTY DOES NOT PROVIDE A REMEDY FOR DAMAGE TO THE PRODUCT(S) CAUSED BY:

A. (1) MISUSE OR IMPROPER HANDLING, INSTALLATION OR MAINTENANCE; (2) ALTERATIONS TO THE STRUCTURE AFTER THE ORIGINAL INSTALLATION OF THE PRODUCT(S); (3) ACTS OF GOD, SUCH AS LIGHTNING, WIND STORM, HURRICANE, TORNADO, EARTHQUAKE, FLOOD OR OTHER SIMILAR SEVERE WEATHER OR NATURAL PHENOMENA; (4) DESIGN, APPLICATION OR CONSTRUCTION OF THE STRUCTURE ON WHICH THE PRODUCT(S) ARE INSTALLED; OR (5) TRANSPORT, STORAGE OR HANDLING OF THE PRODUCT(S) PRIOR TO INSTALLATION.

B. PRODUCT(S) NOT INSTALLED IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AND/OR NOT INSTALLED AND MAINTAINED ACCORDING TO THE THEN CURRENT VINYL SIDING INSTITUTE INSTALLATION GUIDE.

C. INSTALLATION WORKMANSHIP.

D. ANY PRODUCT(S) WHICH IS PAINTED.

E. MISINSTALLATION OF ANOTHER PRODUCT ON THE SAME WALL.

F. USE OF ACCESSORIES WHICH DO NOT PROPERLY RECEIVE AND/OR SECURE THE PRODUCT(S) TO THE WALL.

G. IMPACT OF FOREIGN OBJECTS.

H. DAMAGE RESULTING FROM FAILURE TO COMPLY WITH OUR INSPECTION AND MAINTENANCE REQUIREMENTS AND INSTALLATION INSTRUCTIONS.

I. FAILURE OF OR DAMAGE TO THE WALL ON WHICH THE PRODUCT(S) WERE INSTALLED CAUSED BY MOVEMENT, DISTORTION, CRACKING OR SETTLING OF THE WALL OR THE BUILDING FOUNDATION.

J. WARPING OR DISTORTION FROM EXCESSIVE HEAT SOURCES OR EXPOSURE TO UNUSUAL OR EXCESSIVE HEAT REFLECTIVE SOURCES.

4. EXCLUSION OF IMPLIED WARRANTIES; NO OTHER EXPRESS WARRANTIES

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS AND CANNOT LAWFULLY BE DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON OUR BEHALF WITH RESPECT TO THIS PRODUCT(S).

5. REMEDIES

THIS SECTION PROVIDES FOR THE SOLE REMEDY AVAILABLE TO THE PURCHASER OR OWNER FOR ANY NONCONFORMITY IN THE PRODUCT(S). In the event of any Nonconformity covered by this or any implied warranty not disclaimed in Section 4, we will, at our sole option and at our expense, either repair or replace defective or damaged Product(s), including labor and ABTCO Vinyl siding and ABTCO Vinyl accessory materials necessary to perform the work. In addition, labor reimbursement expenses are at the sole discretion of ABTCO and will be paid on rates established by ABTCO. WE MAY DISCONTINUE, MODIFY OR CHANGE THE COLOR OF ANY PRODUCT(S) WITHOUT NOTICE AND SHALL BEAR NO LIABILITY FOR ANY SUCH

COLOR CHANGE. IF WE AGREE TO REPLACE PRODUCT(S) UNDER THIS WARRANTY AND AN EXACT REPLACEMENT PRODUCT IS NOT AVAILABLE, WE MAY SUBSTITUTE ANOTHER PRODUCT IT DEEMS TO BE EQUIVALENT IN VALUE AND QUALITY. Any dispute concerning this warranty shall be submitted to binding arbitration to a mutually agreed arbitrator; or, if the parties fail to agree, to the American Arbitration Association to be resolved using its Commercial Arbitration Rules. The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding on the parties and nonappealable.

6. EXCLUSION OF OTHER REMEDIES

IN NO EVENT SHALL WE BE LIABLE TO ANY PERSON FOR AN AMOUNT GREATER THAN THE VALUE OF THE REPAIR OR REPLACEMENT OF THE PRODUCT. IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S) SUPPLIED, INCLUDING, BUT NOT LIMITED TO DAMAGE TO PROPERTY OR LOST PROFITS REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

WARRANTY INFORMATION CAN BE FOUND ONLINE AT WWW.ABTCO.COM

7. RESPONSIBILITY OF PURCHASER/OWNER

COMPLIANCE WITH EACH OF THE ITEMS SET OUT BELOW IN SECTIONS A AND B INCLUSIVE IS A CONDITION TO OUR OBLIGATIONS UNDER THIS WARRANTY AND THE FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER OR PURCHASER MAY HAVE UNDER THIS WARRANTY.

A. WARRANTY CLAIMS PROCESS

(i) All claims under this Warranty must be sent in writing within 45 days after the discovery of the defect, and before beginning any permanent repair, to us at KP Building Products, 402 Boyer Circle, Williston, VT 05495. In addition, all of the following items must be submitted at owners expense: proof of purchase, proof of ownership, photos of siding, sample of product containing the run number.

B. OTHER

(i) The Owner must notify us of any change in ownership of the home on which the Product(s) are installed within 90 days of the transfer of title.
(ii) IT IS THE OWNER'S RESPONSIBILITY TO ESTABLISH THE DATE OF INSTALLATION. The Owner should do this by retaining any records which would tend to prove when the Product(s) was installed, including but not limited to: purchase invoices and receipts, contractor's billings, service contracts and building permits. When required owners shall be responsible to submit all documentation and siding samples at owners expense.
(iii) Upon reasonable notice, the Owner must allow our agents to enter the property and building on which the Product(s) is installed to inspect such Product(s). ABTCO agents will visit the property upon notice and only when deemed necessary as determined solely by ABTCO.

THE VINYL SIDING INSTITUTE'S IMPORTANT FIRE SAFETY INFORMATION STATEMENT IS AS FOLLOWS:

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or structure. Owners and Installers should take a few simple steps to protect vinyl building materials from fire.

TO HOME AND BUILDING OWNERS:

Rigid vinyl siding is made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from vinyl siding.

TO THE BUILDING TRADES, SPECIFIERS, PROFESSIONALS AND DO-IT-YOURSELF INSTALLERS:

When rigid vinyl siding is exposed to significant heat or flame, the vinyl will soften, sag, melt or burn, and may thereby expose material underneath. Care must be exercised prior to installation when selecting underlayment materials because many underlayment materials are made from organic materials. All building materials should be installed in accordance with local, state, and Federal building codes and fire regulations.

CARE AND MAINTENANCE

While ABTCO vinyl siding remains virtually maintenance-free, it will become dirty as any other product which is exposed to atmospheric conditions. Normally, your ABTCO vinyl siding can be cleaned satisfactorily through the use of an ordinary garden hose. If stubborn stains cannot be removed with water, the following procedure should be used:

1. Equip the garden hose with a soft-bristled, long handle car brush.
2. Where soil is of a stubborn nature, the following cleaning solution works well:
 - 1/3 cup household detergent
 - 2/3 cup trisodium phosphate
 - 1 gallon water

In certain geographic areas where mildew may be a problem, substitute one quart of 5% sodium hypochloride (household bleach) for one quart 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 for several minutes before rinsing.

All questions concerning the meaning or applicability of this limited warranty are to be decided under the law of the State of Oregon without reference to its choice-of-law rules.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For further information, contact:

KP Building Products Quality Assurance Manager
402 Boyer Circle
Williston, VT 05495

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