

TimberCrest® Plus Vinyl Siding Limited Transferable Warranty

Congratulations on your purchase of TimberCrest® Plus Vinyl Siding from KP Building Products. TimberCrest Plus is manufactured to the highest quality standards and designed to last for decades. Your siding is very low maintenance and typically only requires an occasional washing with soapy water. Now you can relax and enjoy the freedom of never having to paint your siding again.

1. Warranty Coverage

A. Coverage: This warranty applies to the original retail purchaser ("Purchaser") of TimberCrest Plus vinyl siding and accessories (the "Product(s)") and to any owner of a building on which the Product(s) is originally installed ("Owner").

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 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 4 BELOW.

C. Fade Resistance: We also warrant, to the original retail purchaser only, that TimberCrest Plus vinyl siding will resist excessive fading from normal and expected weathering and exposure to exterior elements for 25 years. For the purposes of this warranty, excessive fading is defined as a loss of color, after cleaning with a recommended solution, in excess of a Delta E of 3 color units as measured by an industry standard color measurement device.

D. Hail Damage: In the event of damage by hail the Owner should report the damage to his or her homeowners insurance company to pursue coverage under a homeowners 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 it 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).

E. Warranty Term: If the original purchaser of the Product(s) is an individual, the term for the warranty provided under Section 1.B 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 fade resistance and hail damage warranties in Sections 1C and 1D respectively, 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 obligation 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 BELOW. DISCOLORATION CAUSED BY AIR POLLUTION, EXPOSURE TO HARMFUL CHEMICALS, EXPOSURE TO THE ELEMENTS OR NORMAL WEATHERING WITHIN THE RANGE SET IN SECTION 1C ARE 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, EARTH-QUAKE, FLOOD OR OTHER SIMILAR SEVERE WEATHER OR SIMILAR NATURAL PHENOMENA; (4) DESIGN, APPLICATION OR CONSTRUCTION OF THE STRUCTURE IN 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.[RCL1]. 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 and provinces 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 FROM US 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 WE DEEM 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 non-appealable.

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 and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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 AND PURCHASER MAY HAVE AGAINST US.

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 TimberCrest Plus, KP Building Products Inc. at 402 Boyer Circle, Williston, VT 05495, Attention: Quality Assurance Manager. 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) 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.

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

For further information, contact:

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

