# WARRANTY AND LIMITATION OF REMEDIES:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY NORANDEX. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NORANDEX'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL NORANDEX BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF NORANDEX'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL NORANDEX'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

THIS WARRANTY MAY NOT BE MODIFIED, ALTERED OR EXPANDED BY ANYONE, INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS, INSTALLERS AND/OR NORANDEX FIELD REPRESENTATIVES.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THIS WARRANTY APPLIES TO SIDING PRODUCTS INSTALLED ON OR AFTER MAY I, 2012 (THE WARRANTY IN EFFECT AT THE TIME THE MATERIAL IS ORIGINALLY INSTALLED IS THE APPLICABLE WARRANTY). THIS WARRANTY REPLACES ALL PRIOR WARRANTIES.

(Name of Homeowner)					
THIS	DAY OF	20			
Location of Property					
	(Complete Addres	ss)			
		ss)			
Everlast™ Products Installed I		ss)			
Everlast™ Products Installed I		ss)			
Everlast™ Products Installed I		·			
Everlast™ Products Installed I	зү	DEX			
Everlast™ Products Installed I	BY NORANI	DEX BUTION, INC.			
Everlast™ Products Installed I	3Y NORANI BUILDING MATERIALS DISTRIE	DEX BUTION, INC. <i>B and More!</i> Hudson, Ohio 44236			

# EVERLAST<sup>™</sup> Polymeric Cladding

# WHAT IS WARRANTED

Norandex Building Materials Distribution, Inc. (Norandex), subject to the conditions and limitations listed herein, warrants Everlast<sup>™</sup> Polymeric Cladding (Everlast<sup>™</sup> or Everlast<sup>™</sup> Cladding) to be free from defects in material and manufacture. When used for its intended purpose, when subject to normal and proper use, and when properly installed and maintained according to Norandex published installation instructions, Everlast<sup>™</sup> Cladding will resist damage caused by hail or termite attacks, and will not crack, rot or delaminate. It is further warranted against excessive color change, peeling, flaking, cracking, rusting, blistering, and corroding.

# LIFETIME HAIL PROTECTION

In addition, Everlast<sup>™</sup> is warranted against damage caused by hail, to the extent that such damage is not covered by a Homeowner's insurance policy or other applicable insurance coverage(s).

# REMEDIES UNDER THIS WARRANTY

Should any manufacturing defects occur during the lifetime of the original purchaser (the "Homeowner(s)"), and as long as the Homeowner(s) is still living and retains ownership of the property, Norandex will, at its option, repair, or replace Everlast™ Cladding determined to be defective at no cost to the Homeowner(s), providing, however, that in lieu of repair, or replacement, Norandex reserves the right to refund to the Homeowner(s) that amount paid by the Homeowner(s) for Everlast™ Cladding plus the cost to the Homeowner(s) of its initial installation. In case of hail damage, if such damage is not fully covered by insurance, Norandex will furnish to the Homeowner(s) replacement materials only, equal in quantity to the material damaged by hail. The Homeowner(s) shall be responsible for payment of all installation, labor and freight costs, insurance deductibles, and for the purchase of any additional products desired by the Homeowner(s) to replace undamaged products.

# WHO IS COVERED, AND FOR HOW LONG

The lifetime coverage offered by this Warranty automatically ceases upon the sale of the property or death of the last of the Homeowner(s) of the property at the time of application. Upon change in ownership, this Warranty may be transferred to the new owner(s) ("Subsequent Transferee(s)") as a Fifty (50) Year Prorated Warranty from the date of the original installation provided that Norandex is notified in writing by the Subsequent Transferee(s) within forty-five (45) days of the real estate title transfer.\*

The lifetime coverage in this Warranty is designed to cover individual Homeowner(s) of single family homes. Siding purchased by or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual Homeowners as their residences, will be warranted for a period of fifty (50) years, non-prorated, following the installation of the products, and is transferable under the terms and conditions of this Warranty.



\*Failure to provide notice of transfer within 45 days of a transfer will not void the warranty but will assist Norandex in processing any future warranty claims.

# LIMITATIONS AND EXCLUSIONS

Norandex shall not be liable for, and this Warranty does not apply to, any failure, defects or damages resulting from or connected with misuse, neglect or improper storage, improper application, or application not in adherence to normal industry standards; impact of foreign objects, fire, hurricane, tornado, or other violent storm or casualty, or acts of God; defects, failure of or damage to the substrata wall on which the product was applied caused by movement, distortion, cracking, or settling of such wall or the foundation of the building; exposure to harmful chemicals, airborne stains, mildew or pollutants; failure of the Homeowner(s) to provide normal maintenance to the products (see "Normal Routine Maintenance" below); distortion or warping due to additional or unusual heat sources, including without limitation, reflection from windows, doors or other objects, barbecue grills, and heat buildup caused by inadequate roof ventilation; and any other cause not involving inherent manufacturing defects in the material supplied by Norandex. Norandex reserves the right to discontinue or modify any of its products, including the color of Everlast<sup>™</sup>, without notice to the Homeowner(s) and shall not be liable to the Homeowner(s) as a result of such discontinuance or modification, nor shall Norandex be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If Norandex replaces any material under this Warranty, it may substitute products designated by Norandex to be of comparable quality or price range in the event the Everlast™ Cladding initially installed has been discontinued or modified.

This Warranty does not apply to Everlast<sup>™</sup> Cladding which has been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is specifically authorized by Norandex pursuant to this Warranty).

Everlast<sup>™</sup> Cladding is not warranted against discoloration caused by air pollution, acid rain, oxidation, or exposure to harmful chemicals. Except as expressly provided herein, Everlast<sup>™</sup> Cladding is not warranted against normal weathering resulting from the elements. Normal weathering is defined as the damaging effects of sunlight and extremes of sunlight, weather and atmosphere that may cause any colored surface to chalk, fade, or become soiled or stained over time. It is normal for weathered products to have slight shade differences between portions of the product panel exposed to sunlight and any area of the product that is protected from the sun. This is considered normal weathering, and is not indicative of a defect in the product. The degree to which normal weathering occurs depends on air quality, the building's location, and other territorial conditions over which Norandex has no control. Norandex shall have sole discretion to determine whether any Everlast<sup>™</sup> Cladding has weathered beyond the scope of normal weathering, and will base that conclusion on a measurement by a recognized, industry-approved color measurement device to determine the amount of color change.

# COLOR PROTECTION ON EVERLAST™

Norandex will, at its sole option, repair or replace Everlast<sup>™</sup> Cladding that has changed color in excess of three (3) Hunter Lab units, as measured by a recognized, industry approved color measurement device; provided, however, in lieu of repair or replacement, Norandex reserves the right to refund that amount paid by the Homeowner(s) for the Everlast<sup>™</sup> Cladding, plus the cost to the Homeowner(s) of its initial installation. If the original costs cannot be documented by the property owner, Norandex shall have sole discretion to determine the amount of any refund. In case of repair or replacement, Norandex shall also be responsible for the cost of all pre-approved labor and materials.

# WARRANTY TRANSFER TO SUBSEQUENT OWNER (S)

Upon change in ownership, this Warranty including it's Color Protection may be transferred to the new owner(s) ("Subsequent Transferee(s)") as a Fifty (50) Year Prorated Warranty provided that Norandex is notified in writing by the Subsequent Transferee(s) within 45 days of the real estate title transfer.\*

Notification should be mailed to:

Warranty Services 300 Executive Parkway West, Suite 100 Hudson, OH 44236 800-528-0942

### The proration of coverage will occur per the following schedule:

Original Owner	100%	Years since Installation
Subsequent Transferee(s)	100%	0 – 5
	90%	6
	80%	7
	70%	8
	60%	9
	50%	10
	40%	11
	30%	12
	20%	13
	10%	14 - 50 years

\*Failure to provide notice of transfer within 45 days of a transfer will not void the warranty but will assist Norandex in processing any future warranty claims.

# SUBMITTING A WARRANTY CLAIM

If the product exhibits what the Homeowner(s) believes to be a manufacturing defect covered under the terms of this warranty, the Homeowner(s) shall notify Norandex in writing promptly following its discovery, and shall submit with such notification a description of the claimed defect, along with the Homeowner's name, address, telephone number, date of installation, and a copy of the Warranty. Such notification must be made within sixty (60) days of the date that the claimed defect is first discovered, or reasonably could have been discovered. Norandex will reply to written notifications within a reasonable period of time following receipt of such notifications, and reserves the right to require that additional information and/or evidence of the claimed defect be provided by the Homeowner(s) upon request. Further, Norandex reserves the right to inspect the products claimed to be defective within a reasonable period of time (not to exceed 90 days) subsequent to receipt of the written notification.

Notification should be mailed to:Warranty Services 300 Executive Parkway West, Suite 100, Hudson, OH 44236 800-528-0942

### NORMAL ROUTINE MAINTENANCE

- Wash using a soft bristle brush. Use only a soft bristle brush to avoid smearing the stain into the grooves of the texture. Clean gently to avoid surface abrasion. After cleaning, rinse area with water.
- To wash an entire house, start at the bottom and work up to the top, then rinse back down from top to bottom in order to prevent streaking.
- For difficult-to-remove dirt and stains such as top soil, motor oil, lithium grease, crayon, felt-tip pen, caulking, lipstick, grass, bubble gum, mold and mildew, use readily available household cleaners such as those included in the list below.
- Most cleaners are inefficient in cleaning stains such as pencil, paint, oil and tar. In these cases, you may wish to use a mildly abrasive

# cleaner, such as Soft Scrub®, Ajax®, Bon Ami®, etc., but the use of any abrasive material could have a negative effect on surface appearance.

 Do not use cleaners containing organic solvents or other aggressive ingredients because they could affect the surface appearance of the cladding. Examples of such cleaners are: chlorine bleach, liquid grease remover, strong soaps and detergents containing organic solvents, nail polish remover, isopropyl alcohol and furniture polish/cleaners.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are usure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

# **IMPORTANT: FIRE SAFETY INFORMATION**

Everlast<sup>™</sup> Cladding requires little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of Everlast<sup>™</sup> store handle and install Everlast<sup>™</sup> in a manner that avoids damage to the product and/or the structure. Owners and Installers should take a few simple steps to protect Everlast™ Cladding from fire. Everlast<sup>™</sup> Cladding includes organic material that 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 Everlast™ Cladding, When Everlast<sup>™</sup> Cladding is exposed to significant heat or flame, it may soften, sag, melt, or burn, and may thereby expose material underneath. Care must be exercised when selecting underlayment materials because many underlayment materials are made from organic materials that are combustible. You should ascertain the fire properties of underlayment materials prior to installation. All Everlast<sup>™</sup> Cladding should be installed in accordance with local, state, and federal building code and fire regulations.

### **CLEANERS FOR STAIN REMOVAL ON EVERLAST™ PRODUCTS**

		-	
STAIN	CLEANERS*	STAIN	CLEANERS*
BUBBLE GUM	Fantastic®, Murphy's Oil Soap®, solution of vinegar (30%) and	MOLD & MILDEW	Fantastic®, solution of vinegar (30%) and water (70%),Windex®
	water (70%),Windex®	MOTOR OIL	Fantastic®, Lysol®,
CRAYON	Lestoil®		Murphy's Oil Soap®, Windex®
OIL-BASED CAULK	Fantastic®	OIL	Soft Scrub®
FELT-TIP PEN	Fantastic <sup>®</sup> , water-based cleaners	PAINT	Brillo <sup>®</sup> Pad, Soft Scrub <sup>®</sup>
GRASS	Fantastic®, Lysol®,	PENCIL	Soft Scrub®
	Murphy's Oil Soap®,Windex®	Rust	Fantastic <sup>®</sup> , Murphy's Oil Soap <sup>®</sup> ,
LIPSTICK	Fantastic®, Murphy's Oil Soap®		Windex®
LITHIUM GREASE	Fantastic <sup>®</sup> , Lestoil <sup>®</sup> ,	TAR	Soft Scrub®
	Murphy's Oil Soap®,Windex®	TOP SOIL	Fantastic®, Lestoil®, Murphy's Oil Soap®

\*Cleaning materials are listed in alphabetical order. Norandex does not endorse proprietary products or processes and makes no warranties for the products referenced herein. Reference to proprietary names is for illustrative purposes only and is not intended to imply that there are not equally effective alternatives.