

# Entex Siding Full Warranty

## A. WARRANTY COVERAGE

EDCO Entex steel siding is warranted to you, the original property owner(s), by the manufacturer EDCO Products, Inc. EDCO warrants against the siding containing manufacturing defects which result in cracking, chipping, peeling or splitting, as well as manufacturing defects which cause perforation or deterioration of the steel substrate due to rust. Additionally EDCO warrants the siding after removal of foreign surface deposits, will not show a color change in excess of 5 Delta E units (NBS) as a result of normal weathering or ultraviolet exposure, for a period of thirty-five (35) years from the date of installation. This warranty remains in effect for as long as the original property owner(s) are living and are the owner(s) of the property to which the siding was applied. In the event there is more than one original property owner(s), the warranty will remain in effect as long as one of the original property owner(s) is living and owns an interest in the property to which the siding was applied. Because this siding was created to cover the siding of individual property owner(s) for the property owner's' lifetime (human beings), this warranty, understandably does not cover siding applied to property owned in whole or part by corporations, governmental entities or agencies, religious organizations, trusts, condominium or cooperative housing arrangements, intangible legal entities or any other entity or organization capable of an infinite life, the duration of the warranty is Fifty (50) years nontransferable under the same terms and conditions as the warranty. The period of the Hail Protection Warranty is fifty (50) years beginning on the date application of the siding was completed. This Hail Protection Warranty is available only in the Continental United States. This warranty shall be valid only after the registration certificate is completely filled in by the original property owner(s), signed, and mailed to EDCO Products, Inc. within thirty (30) days after completion of installation of the siding or purchase from the builder of your newly constructed home. All warranties are subject to the conditions, remedies, transfer requirements, limitations and legal rights stated in this certificate.

## B. NOTICE, INSPECTION, REMEDIES - USD \$100 PAYMENT, TOTAL LIABILITY - AND CONDITIONS

1. Notice of Inspection: If you think your siding contains manufacturing defects, simply write to EDCO Products, Incorporated, 8700 Excelsior Boulevard, Hopkins, MN 55343: Attention: Warranty Services, including the date the siding was installed, certificate number and name exactly as indicated on the original warranty registration. If you choose to exercise your rights under the warranty do not begin any repairs prior to writing EDCO and receiving its permission to do so. Some methods of remedy may ruin the siding, making it impossible for EDCO to repair. Further, EDCO must have a reasonable opportunity to inspect the siding for defects before repairs are begun.

2. Remedies: If your siding shows manufacturing defects within the first three years from the date of installation of the siding, EDCO, at its option, will either repair, refinish or replace the defective siding at no charge to the property owner. (a) \$100 USD Payment After the first three years from date of installation, EDCO will assume the cost of material and labor for any warranted work upon EDCO's receipt of a USD \$100 payment\* by the property owner for each incident under this warranty. (b) Hail Protection - USD \$200 Payment In the event of hail damage in the Continental United States, EDCO will assume only the cost of material to repair or replace the damaged siding panels upon payment by the property owner of a USD \$200 payment\* for each incident under this warranty. (c) Limitation of EDCO's Liability for Each Claim EDCO's total liability for a claim under this warranty shall be limited to, and in no event exceed, the total purchase price, including labor and taxes, of the installed siding. Any costs and expenses beyond EDCO's liability shall be paid to EDCO or otherwise paid by the owner(s) prior to EDCO commencing warranty work on any claim which exceeds EDCO's total liability.

3. Conditions: EDCO reserves the right to discontinue or make changes in its siding. If the siding is not available and EDCO decides to replace the defective siding, EDCO shall have the right to substitute siding which it considers of equal quality and price. All warranty claims shall be settled between you and EDCO, but EDCO may direct and pay a company, dealer, contractor, applicator or distributor to perform any remedy under this warranty on EDCO's behalf.

## C. TRANSFER OF WARRANTY AND PRORATION

This warranty is transferable by the original property owner(s) to the next owner(s) of the property to which the siding is attached provided EDCO receives notice of transfer of title of the property, accompanied by a One Hundred Dollar (\$100 USD) transfer fee\*, within thirty (30) days of the transfer of ownership. Your notice must include the original owner's name as registered with EDCO on the original warranty registration, the name of the next property owner(s), the certificate registration number, and the date the siding was installed. Failure to file the required transfer notice within thirty (30) days shall relieve EDCO of any further obligation to the next owner(s) under the terms of the warranty. Upon transfer, all warranty periods, shall be prorated and limited in duration to fifty (50) years from the date of the installation of the siding as follows; First to fifth year EDCO pays 100% of the costs of the labor and material to refinish, repair, or replace the

defective siding. During the sixth and subsequent years after date of installation the Homeowner shall pay an additional 10% per year of the cost and EDCO shall pay the balance. The fourteenth year through the end of the applicable warranty period EDCO will pay 10% of the total costs. All claims are subject to an applicable service charge per incident. This section does not apply to entities capable of an infinite life.

## D. LIMITATIONS

This warranty is not applicable to recreational vehicles including but not limited to campers and motor homes. This warranty is not applicable to siding used in roofing applications. EDCO does not warrant against and shall not be liable for any damage to the siding when due to any of the following causes: faulty or improper installation or application of the siding, use of accessories that do not properly receive or secure the panels, settlement, shrinkage, distortion, warping, failure or cracking of the wall or materials to which the siding is applied, earthquake, hurricane, tornado, cyclone, gale, lightning, fire, Acts of God, flood, wind-borne objects, ice or weather of a catastrophic nature as defined by the United States Weather Bureau, harmful chemicals, surface discoloration due to air pollution, normal weathering of surface; fumes, vapors or salt spray directly applied to the siding or in the atmosphere; lap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder; negligence in or failure to provide reasonable and necessary maintenance of the siding to prevent an accumulation of surface dirt, staining, or mildew. (Please see reverse side of this warranty for care and maintenance instructions.) EDCO cannot and shall not be liable to you for breach of any written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators or distributors of the siding. ANY IMPLIED WARRANTIES IMPOSED BY LAW, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE LIMITED IN TIME TO THE DURATION OF THIS EXPRESS WARRANTY. EDCO SHALL NOT BE LIABLE TO YOU FOR CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any express, written, oral or implied warranty on the siding. Your EXCLUSIVE REMEDY shall be repair or replacement solely at EDCO's option, only on the terms stated in this certificate.

## E. LEGAL RIGHTS

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. 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. This warranty gives you specific legal rights, and may also have rights which vary from state to state.

\*Make check payable to: EDCO PRODUCTS, INC., 8700 EXCELSIOR BLVD., HOPKINS, MN 55343 (Do not send cash)

