

Warranty Limited, Prorated, Non-Transferable

25-year Substrate Limited Warranty / 15-year Finish Limited Warranty

NOTE CAREFULLY: The provisions and terms of these warranties apply exclusively to Kaycan KWP Naturetech™ pre-finished engineered wood sidings manufactured by KWP Inc (“KWP”).

THE FOLLOWING PARAGRAPHS PROVIDE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO AN ORIGINAL PURCHASER OF Kaycan KWP NATURETECH™ PRE-FINISHED ENGINEERED WOOD SIDING FOR AS LONG AS THE ORIGINAL PURCHASER IS THE OWNER OF THE PROPERTY ON WHICH THIS SIDING HAS BEEN APPLIED (herein aftercalled “OWNER”).

Should the siding material, other than finish, fail as a result of manufacturing defects within twenty-five years from the date of installation, KWP warrants that if the failure occurs in the first 10 years from the date of installation, after inspection and verification, it will, at its option, pay to repair and replace the defective siding material or compensate the owner of the structure on which the siding is installed for 100 percent of the purchase price of the defective siding, exclusive of installation, labour and freight costs associated therewith. If the failure occurs in the 11th through 25th year from the date of installation, after inspection and verification, it will compensate the owner based on the option chosen by KWP, for the purchase price of the damaged siding on a prorated basis declining at a rate of 10 percent per year until the end of the 15th year; with 5 percent per year from the 16th year until the end of the 24th year; and with 5 percent compensation in the 25th year. For the purpose hereof, the purchase price of the siding shall be the price normally charged by a dealer at the time the claim is accepted by KWP in the geographic area where the siding was purchased.

Should the factory-applied finish fail, other than reasonable colour fade resulting from normal exterior exposure and natural weathering, within fifteen years from the date of installation, KWP warrants that if the failure occurs in the first 10 years from the date of installation, it will, at its option, and after inspection and verification, compensate the owner for 100 percent of the cost for labour and materials required to refinish the affected siding with one coat of solid colour heavy bodied paint or supply replacement material exclusive of installation, labour and freight costs to replace the affected siding. If the failure occurs in the 11th through 15th year from the date of installation, after inspection and verification, it will compensate the owner based on the option chosen by KWP, on a uniform prorated basis over the ten-year period from 100 percent during the 10th year and declining a rate of 24 percent per year to the end of the 14th year and with 4 percent compensation in the fifteenth year.

These warranties cover only defects in the manufacture of Naturetech™ pre-finished engineered wood sidings and are valid only when the siding is installed in accordance with KWP’s written instructions and the applicable building code standards. These warranties do not cover damage to the siding caused by faulty installation or use of accessories which do not properly receive KWP’s approval, settlement of the structure, failure of the structure, fire, wind, flood, lightning, or other Acts of God, intentional acts, failure to provide necessary and reasonable maintenance, accidental damage or negligence, exposure to atmospheric pollution, acid rain, harmful chemicals or vapours, shrinkage or warping of green lumber or other causes beyond the KWP’s control.

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If an owner neglects to keep the siding surface clean and a harmful build-up is allowed to occur, restoration of the siding to a fresh and clean condition may become a difficult task. It is the responsibility of the owner to keep the siding reasonably clean by a yearly washing with a mild detergent.

Claims under either the twenty-five or fifteen-year warranty must be made in writing to KWP within the life of the warranty. KWP shall be permitted to examine the siding for which a claim is made prior to its removal as a precondition to the validity of any claim pursuant to these warranties. This may involve the removal of a small sample of material for laboratory analysis. KWP shall have the sole discretion to determine whether the siding material has failed as a result of a manufacturing defect and/or whether the siding material is suffering from abnormal fading or normal exterior exposure and natural weathering.

Both the twenty-five and fifteen-year warranties are not transferable by the owner to a subsequent owner of the property.

All claims must include a copy of the invoice or contract establishing the date of installation of the siding.

IN NO EVENT WILL KWP 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.

THESE WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF 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 BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

The provisions of these warranties do not preclude the operation of any applicable provincial statute or state law which in certain circumstances may not allow some of the limitations and exclusions described in these warranties.

For installation instructions or other product information, please send an e-mail to <mailto:infoEU@kaycan.com>