



**“Hint of Tint” Semi-Transparent
Residential Wood Siding
Replacement Warranty**

GemThane Siding Systems Inc. hereby warrants to you, the Owner of the Property named below, that your new GemThane Polymer-Protected Wood Siding System is defect-free and that the GemThane Polymer Coating will perform so as to protect the underlying wood against the elements for ten full years. Should this not be the case, GemThane Siding Systems will gladly supply additional coating and, as necessary, will replace any and all siding that has become structurally unsound by virtue of coating failure. The above shall be on a straight line declining balance basis. The foregoing is subject to the following terms and coverage limits.

Terms

This Warranty covers functional failures only. Aesthetic factors such as gloss and colour retention, being subjective or site specific, are not covered, nor are abuse and physical damage. To the extent that the square footage of failure exceeds 10% of the total surface area of the project per annum cumulatively, the warranty applies for the supply of replacement coating and wood in quantities necessary to replace originally-supplied defective coating and unsound wood. This warranty does not cover labour, regardless of the mode or cause of failure. This warranty is transferable to “next generation” family members, subject to prior written notification and site inspection to verify warranty compliance. Otherwise, this warranty is non-transferable.

The coverage under this Warranty contract is on a one-time basis. Replacement Coating and Siding carry a five-year Warranty against factory coating defects.

This Warranty does not apply in the event that:

- (a) the Siding is not applied according to instructions;
- (b) wood exposed by virtue of physical damage and wear and tear is not touched up on an annual basis;
- (c) repairs and touch-up are carried out using products other than genuine GemThane™ products.

Events that happen naturally to genuine wood such as aging, movement, loose knots, bleedthrough and micro-organisms are not warrantable.

To validate this Warranty and commence coverage, a copy hereof, signed by the Owner, must be received by GemThane Siding Systems Inc. within 90 days of the Sale Date.

Limits of Coverage

The Warranty coverage provided herein is the sole and exclusive remedy of the Owner and other interested or affected parties against GemThane Siding Systems Inc. or against its affiliated/associated companies, dealers, applicators, franchisees and licensees. GemThane accepts no responsibility or liability for any other loss, claim, damage, injury or expense, direct or consequential, in contract or negligence, statutory or otherwise. The Warranty coverage provided herein is in lieu of any other right, warranty, guarantee or condition, statutory or otherwise, expressed or implied, whether as to fitness for a particular purpose or as to merchantable quality or otherwise.

I, the undersigned Owner, hereby agree to be legally bound by the terms and Limits of Coverage set out above.

Name of Owner: _____ **Signature:** _____

Address of Property: _____

Owner's Contact Information (address, phone numbers, e-mail): _____

Sale Date: _____

**GEMTHANE™ SIDING SYSTEMS INC. IS A MEMBER OF THE
MADISON CHEMICAL INDUSTRIES INC. GROUP OF COMPANIES**

www.madisonchemical.com

www.gemthanesiding.com