



**“Performance Plus” Residential Wood Siding
“Never Lift a Finger” Lifetime Replacement Warranty**

GemThane Siding Systems Inc. hereby warrants to you, the Owner of the Property named below, that your new GemThane “Performance Plus” Polymer-Protected Wood Siding System will never need to be replaced or recoated for as long as you own the property. If it ever does, GemThane Siding Systems will gladly supply additional coating and, as necessary, will replace any and all siding that has degraded by virtue of coating failure. Without any time limit, GemThane Siding System will also provide a labour allowance toward the cost of applying new coating or replacing defective siding. The foregoing is subject to normal wear and tear and to the following terms and 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, movement and physical damage. Owner is responsible for normal wear and tear, which is deemed to be 2½ % of the total surface area of the project per annum cumulatively. To the extent that the square footage of failure exceeds the above wear and tear allowance, the warranty applies for the supply of replacement coating and wood in quantities necessary to replace originally-supplied defective coating, unsound wood and, up to the coverage limits stipulated below, the labour to apply/install them. Natural wood curing, aging and movement are not considered defects. 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 replacement Warranty against factory coating defects.

This warranty will remain in full force and effect so long as the Owner retains the services of GemThane Siding Systems or one of its Approved Applicators to carry out annual inspections and touch-up of the Siding. A reasonable per-square-foot fee applies, based on ease of access, overall size of project and location. The onus is on the Owner to arrange for said inspections and touch-up and to provide access to premises at all times. Events that happen naturally to genuine wood such as aging, movement, loose knots, bleedthrough and micro-organisms are not warrantable. The Owner may not stop and restart the above inspection and touch-up service. This warranty applies only to solid (opaque) colours. See separate warranty for semi-transparent ("Hint of Tint") coatings. To be eligible for this warranty, a property must be readily accessible to commercial vehicles.

The aforementioned Labour Allowance shall: (a) be the actual labour cost incurred by the Owner or a dollar amount equal to the dealer cost of the replacement coating supplied pursuant to this warranty, whichever is less, and; (b) apply only where the labour is being performed by GemThane Siding System or a contractor of its choosing.

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

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