



**“Performance Plus”
Residential Wood Siding
Lifetime Replacement Warranty**

GemThane Siding Systems Inc. hereby warrants to you, the Owner of the Property named below, that your new GemThane “Performance Plus” Pre-finished Wood Siding System is defect-free and that the GemThane Polymer Coating will protect the underlying wood against the elements for as long as you own your Property. 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 unsound by virtue of coating failure. During the first five years after the date of sale, we’ll also include a Labour Allowance toward the cost of replacing defective coating or siding, as the case may be. The foregoing is subject to normal wear and tear and 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, 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 full cost of the 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. 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 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 abuse, movement, 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. This warranty applies only to solid (opaque) colours. See separate warranty for semi-transparent ("Hint of Tint") coatings.

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. 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.

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