



## SIDING PRODUCTS Limited lifetime Warranty<sup>1</sup>



Novik Inc. (“Novik”) siding and accessories (the “products”) are manufactured by Novik in accordance with high standards and tight quality controls. The products will not rust or corrode since they are made out of a polypropylene formula.

### What does this warranty cover?

**Limited Lifetime Warranty on Manufacturing Defects:** Novik warrants to you, the owner of the property at the time the products were installed, that the products are free from defects caused by material and/or workmanship used during the manufacturing of the products, provided that the products are installed according to our specifications.

**Limited Fade Warranty:** Novik also warrants that for a limited period specified below (p.2), the products will not excessively fade. “Excessive Fading” is fully set forth in the Fade Coverage Schedule supplied below (p.3).

**Limited Hail Damage Warranty:** Novik also provides you with a limited hail damage warranty, fully outlined below (p.3).

### How long does the coverage last?

**Limited Lifetime Warranty Manufacturing Defects:** If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the products were originally applied for as long as you own the property. If you are not an individual (e.g. you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.) the warranty period will be 50 years from the date of original installation of the products on the property, prorated as outlined in the Warranty Coverage Schedule below (p.2). This Limited Lifetime Warranty may be transferred with the property, prorated in accordance with the Warranty Coverage Schedule below (p.2).

**Limited Fade Warranty:** Novik’s excessive fade warranty is from the date of the original installation of the products on the property. See the Fade Coverage Schedule below for further details.

**Limited Hail Damage Warranty:** Novik hail damage warranty will last as long as Novik’s Limited Lifetime Warranty lasts, and upon transfer with the property, shall continue based upon the coverage terms for Novik Limited Lifetime Warranty.

### What will we do?

**Limited Lifetime Warranty Manufacturing Defects:** For original residential purchasers, in case of a product established by Novik to be defective as defined in this Warranty, Novik will, at its option, either (1) repair, replace or coat, at its option, the defective Novik siding, or (2) refund the amount paid by the original purchaser for the original installation of the product or (3) Novik will provide replacement for the defective siding and refund the reasonable labor costs for the applicable area as determined by Novik. In these instances, Novik takes 100% responsibility, as indicated in the following Warranty Protection Schedule.

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<sup>1</sup> This warranty is effective January 01, 2011 and supersedes all previously distributed versions of this warranty. It shall remain effective until such time as Novik publishes a subsequent superseding version at which time it shall have no further effect.

For those other than original residential purchasers, in case of a product established by Novik to be defective as defined in this warranty, Novik will, at its option, either (1) repair or replace or coat the defective Novik siding, or (2) refund the amount paid by the original purchaser for the original installation of the product or (3) Novik will provide replacement for defective siding and refund the reasonable labor costs for the applicable area as determined by Novik in accordance with the following Warranty Protection Schedule:

**Warranty Protection Schedule**

Years After Original Purchase to Date of Claim	Portion of Novik Responsibility
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**Original Residential Purchasers**

During Ownership of Property	100 %
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**Other Purchasers/Transferees**

0-5	100 %
More than 5 but less than 7	90 %
More than 7 but less than 8	80 %
More than 8 but less than 9	70 %
More than 9 but less than 10	60 %
More than 10 but less than 11	50 %
More than 11 but less than 12	40%
More than 12 but less than 13	30 %
More than 13 but less than 14	20 %
More than 14 but less than 50	10 %

Our obligations under this Warranty will in no event exceed the purchase price of the originally installed products found to be defective and the cost of the labor involved in the original installation of such defective products. Any additional costs and expenses beyond these amounts are your sole responsibility.

**Limited Fade warranty**

Novik warrants its siding products against excess fade beyond normal weathering, subject to our examination of a siding sample and to you performing, at least every year as preventive maintenance, the cleaning as described under the "Care and Maintenance" section below. Novik will, at its option, either (1) repair or replace the defective Novik siding, or (2) refund the amount paid by the original purchaser for the original installation of the product, or (3) replace the defective siding and refund the reasonable labor costs for the applicable area as determined by Novik. The applicable reimbursement will be in accordance with the Fade Warranty Protection Schedule below. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed products found to be defective and the cost of the labor involved in the original installation of such defective products. Any additional costs and expenses beyond these amounts are your sole responsibility.

### **Fade warranty protection schedule**

“Excessive Fading” is fading that is in excess of the Delta E Hunter unit measurement indicated in the following table for the product you have purchased. Novik reserves to itself the sole right to determine whether a product has suffered from excessive fading.

#### **SOLID COLORS**

- Delta E of 4 Hunter units for 10 years from the date of original installation.

#### **VARIEGATED COLORS**

- Delta E of 7 Hunter units for 7 years from the date of original installation.

Years After Original Purchase to Date of Claim	Portion of Novik Responsibility
0-4	100 %
5	80 %
6-10 (solid)      6-7 (variegated)	60 %

\*The fade protection coverage is not transferable.

#### **“Care and Maintenance” – Your responsibility**

Novik’s siding products are made of very durable building product material. Most of the time normal rain fall is sufficient to keep it clean. Nonetheless, the siding may become dirty and needs to be cleaned at least every year to remove dirt or mildew. Most of the time light soapy water and ordinary garden hose is sufficient. For more difficult stains use 1/3 cup of detergent (e.g. Tide), 2/3 cup of trisodium (e.g. Soilax) and 4 quarts of water. For mildew, substitute one quart of water for one quart of 5% sodium hydrochloride (e.g. Clorox). The use of power wash is prohibited.

**CAUTION:** Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the products’ surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer’s instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clean water. Excessive scrubbing is unnecessary, can be harmful to the products and may cause undesirable glossy areas over the finish.

**Limited Hail Damage:** It is your responsibility to pursue the cost of repair or replacement of damaged material through your homeowner’s insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any product cost that you have incurred in the purchase of the product that is necessary to replace the product on your property which was damaged by hail, and these costs are in excess of your total insurance coverage (excluding your insurance deductible), we will refund you for that difference, up to the cost of replacement product for the damaged product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any product.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished products will extend only for the time remaining under the original Warranty.

If we elect to repair or replace product under this warranty, we will also cover the reasonable labour costs for the applicable area, as determined by us.

### **What doesn't this warranty cover?**

**This Warranty does not cover:**

1. Damage of any kind resulting from faulty or improper installation;
2. Normal weathering which is defined as damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk or become soiled or stained. Exposure to the elements will cause gradual, uniform change over time. The degree to which normal weathering occurs will vary depending on air quality, the buildings location and other local conditions over which we have no control;
3. Accidental damage;
4. Settlement;
5. Structural shrinkage or distortion of the property structure;
6. Distorted or melted siding due to an external heat source including but not limited to a barbecue grill, fire or reflection from windows, doors, or other objects;
7. Lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
8. Harmful chemicals (including harmful cleaning compounds and pesticides);
9. Fumes or vapors;
10. Damage caused by vegetation, insects, animals and organisms;
11. Airborne stains, mold and mildew accumulation;
12. Surface deterioration due to air pollution, windblown sand or salt and chemical accumulation;
13. Siding that has been power washed;
14. Misuse or abuse;
15. Vandalism;
16. Your failure (or the failure of subsequent property owners) to provide reasonable and necessary maintenance of the products (see "Care and Maintenance instructions");
17. Impact of foreign objects;
18. Products that have been painted or whose surface has been altered in any way without written authorization from Novik;
19. Uneven fading, colour change or "striping" of siding due to installation over dissimilar, inconsistent or inadequate sheathing or backer board;
20. Installation on a non-vertical wall;
21. Vertical or diagonal installation on a wall;
22. Any other causes beyond our reasonable control

### Other limitations

1. This Warranty covers only genuine Novik siding and accessories. It is your responsibility to verify that the siding and accessories installed are our products.
2. Due to normal weathering, replacement products may differ in gloss and color from products originally installed on the property.
3. We reserve the right to discontinue or change any design or color of any or our products at any time and without notice or liability. If, for any reason, products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
4. There are no warranties on these products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators or distributors of the products.
5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights. You may also have other rights which vary from state to state or from provinces to provinces. IF YOUR STATE OR PROVINCE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **THESE DEFINITIONS APPLY TO THE TERMS USED:**

**Coverage** means the extent of our commitment to respond to any claim relating to the siding.

**First-time Transferee** means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

**Purchase and Installation Price** means the sum of (a) the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation price using (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

**Residence** means regular or full-time permanent lodging by a single family.

**Weathering** means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

**Weathers Unevenly or Uneven Weathering**, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmosphere conditions.

## **IMPORTANT: FIRE SAFETY INFORMATION**

Rigid polypropylene siding is made from organic material and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues and combustible materials, such as dry leaves, mulch and trash away from rigid polypropylene siding.

### **How do you register your warranty?**

For all Novik materials used on this installation project, one Application for Warranty Registration must be completed at [www.novik.com](http://www.novik.com) or mailed within 60 days after original installation has been completed. Please mail it to Novik, Warranty Registration Department, 160 rue des Grands-Lacs, Saint-Augustin-de-Desmaures (Quebec) G3A 2K1. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our products and assists Novik in processing any Warranty claim you might have. Please keep your proof of purchase this will be required in the event a claim must be submitted.

### **How do you transfer your warranty?**

You and subsequent property owners may transfer this Warranty by providing written notice to us within 60 days after the date of transfer of ownership. The notice should include the address of the property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Novik, Warranty Transfer Department, 160 rue des Grands-Lacs, Saint-Augustin-de-Desmaures (Quebec) G3A 2K1.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligation of the new property owners.

### **How do you submit a warranty claim?**

You must submit your claim in writing to us within the warranty period and within a reasonable period of 60 days after the defect is discovered.

To initiate a claim, you should contact our customer service department at 1-888-847-8057 to receive a claim submittal form or go to our website at [www.novik.com](http://www.novik.com).

*([http://www.novik.com/professionnels/polymer-products\\_DOCUMENTATION](http://www.novik.com/professionnels/polymer-products_DOCUMENTATION))*

You will be required to submit the following: a description of the claimed defect and the date the defect was discovered; the date of the original installation, pictures of the defective products, and the invoice for the purchase of the product and for the installation.

The claim may be faxed at 418-878-6164 or e-mailed at [customerservice@novik.com](mailto:customerservice@novik.com) or mailed at Novik, 160 rue des Grands-Lacs, Saint-Augustin-de-Desmaures (Quebec), G3A 2K1.

Novik will inform you of any additional information and physical evidence required to process your claim.

A sample of the defective product may be required. It will need to be sent at the homeowner's expense. In the event the homeowner wants the sample returned, there will be a \$25 handling fee.