

### **Solid Colors**

Traditional Shake Hand-Split Shake Cape Cod Shake Scallop

## LIFETIME LIMITED TRANSFERABLE WARRANTY

AmericanOriginalSiding.com

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# **Lifetime Limited Transferable Warranty**

American Original Building Products LLC makes the following limited warranty:

#### What the Warranty Covers

Subject to the terms and conditions of this warranty, American Original Building Products LLC (AOBP) warrants to the original homeowner/customer that AOBP Shakes & Scallops will be free from manufacturing defects when properly installed and subjected to normal use. Defects mean fading beyond normal weathering, flaking, blistering, peeling and corrosion.

Should any such defect occur during the lifetime of the original purchaser, as long as he or she is living and retains ownership of the property, AOBP will pay to repair, replace or refinish, at its option, any defective siding. AOBP may instead, at its option, refund the amount paid by the original owner for the siding plus the initial cost of installation. AOBP also warrants to you that for a ten (10) year period the products will not excessively fade. Excessive fading is defined as a CIELAB color space Delta E that exceeds four 4 units within the first ten (10) years following the date of initial installation. This fade warranty is non-transferable. AOBP shall have sole discretion to determine if AOBP Shakes & Scallops have faded. AOBP also provides limited hail damage warranty for its products provided that the owner has homeowner's insurance or a comparable type of coverage. In the event of damage caused by hail during the warranty period, it is the owner's responsibility to file a claim with its homeowner insurance or other applicable insurance coverage. Any costs incurred by the owner in excess of the insurance proceeds will be reimbursed by AOBP (not including any insurance deductible) except that AOBP shall not be liable for costs in excess of the value of replacement material required due to the hail damage. AOBP shall not be responsible for the cost of labor to replace any hail damaged material.

#### **Transfer of Coverage**

If you are an individual and the owner of the property at the time of siding installation, this lifetime limited warranty lasts for as long as you own the property (Figure A). If you are not an individual, the warranty period will be 50 years from the date of original installation of the products, prorated as outlined in Figure B. This lifetime limited warranty may be transferred with the property provided that subsequent owners notify AOBP in writing within 30 days of the transfer. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation, prorated in accordance with Figure B. In the event of repair, replacement, or refinishing under this warranty, the replacement material will only be warranted for the time remaining under the original warranty.

#### Limitations

This warranty does not provide protection against any failure, defect, or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Damage of any kind resulting from faulty or improper installation:
- Misuse, abuse, neglect or improper handling or storage;
- Normal weathering that may cause any colored surface to fade, chalk or become soiled or stained;
- Accidental damage, settlement, structural shrinkage or distortion of property structure;
- Fire, lightning, hurricane, tornado, wind storm, earthquake or other acts of God;
- Harmful chemicals, including non-approved cleaning agents, fumes or vapors or surface deterioration due to air pollution;
- Airborne stains, molds, mildew accumulation;
- Owner's failure to provide reasonable and necessary maintenance for the products;
- Impact of foreign objects, warping or distortion due to exposure to excessive heat sources or reflective heat sources such as skylight or window reflection, roofing materials, etc.;
- Products that have been painted or whose surface has been altered in any way;
- Products that have been power washed;
- Any other causes beyond our reasonable control.

Due to normal weathering, replacement products may differ in gloss and color from products originally installed on the property.

We reserve the right to discontinue or change any design or color of any of our products at any time and without notice of liability. If for any reason products of the type originally installed are no longer available at the time of your warranty claim, we may substitute another product determined by us to be of comparable quality and price.

WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS 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.

IN NO EVENT SHALL AOBP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO PRODUCTS OR CLAIMS UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

#### **Warranty Claims**

If the product exhibits what the owner believes to be a manufacturing defect covered under the terms of this warranty, the owner must notify AOBP in writing within 30 days of discovery by mailing a Consumer Warranty Inquiry to the Notification Address below. The owner must also provide proof of the date of purchase and installation as well as proof of property ownership.

If a defect covered under this warranty is confirmed, AOBP will pay to repair, replace, or coat the defective siding or refund the original amount paid by the original owner for the siding products, plus the cost of the labor for the original installation.

FIGURE A (Lifetime Warranty Schedule) Applies ONLY to the original Purchaser, installed on a Single Family Residence

Number of years since	AOBP's Warranty
installation	Obligation
Original Purchaser's	100% of the material and
Ownership of the	original installation cost
Property	_

FIGURE B (50-year Warranty Protection Schedule)
Applies to ALL OTHERS as specified

Number of years since	AOBP's Warranty
installation	Obligation
Up to 5 years	100%
More than 5 and up to 7	90%
More than 7 and up to 8	80%
More than 8 and up to 9	70%
More than 9 and up to 10	60%
More than 10 and up to 11	50%
More than 11 and up to 12	40%
More than 12 and up to 13	30%
More than 13 and up to 14	20%
More than 14and up to 50	10%

#### **Notification Address**

All warranty claims or notices of transfer of warranty should be sent to:

American Original Building Products LLC 1000 Arlington Circle Akron, Ohio 44306-3973