

## GENERAL

Gentek reserves the right to discontinue or make changes in the Product. If your Product is not available and Gentek decides to replace the defective material, Gentek shall have the right, in its sole discretion, to substitute product, which it considers of equal quality and price. Gentek also reserves the right to refund the original price in lieu of repair or replacement according to the terms of this Warranty.

All Warranty claims shall be settled between you and Gentek, but Gentek may direct and pay a company, dealer, contractor, applicator, or distributor to perform any remedy under this Warranty.

Gentek is giving you an express Warranty. Except as set forth in this Warranty, you take the Product "as is", and Gentek makes no warranty or representation and there are no conditions, express or implied, statutory or otherwise, of any kind whatsoever with respect to the Product, including but not limited to the merchantability of the Product; its fitness for any particular purpose or use; the design, condition or quality of the Product; the workmanship or performance of the Product; or the compliance of the Product with the requirements of any law, rule, specification or contract pertaining thereto. Gentek cannot and shall not be liable to you for breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors. Any implied warranties and conditions imposed by law, such as the implied warranties of merchantability and fitness for a particular purpose, are hereby limited in time to the duration of this express Warranty.

Gentek shall not be liable to you for any damages of any kind resulting, directly or indirectly, from the purchase, use or misuse of, or the inability to use the Product, or from the breach of this express Warranty, including without limitation incidental, special or consequential damages, and loss of profits or benefits, or for damages arising from any tort (including negligence or gross negligence) or fault committed by Gentek, its agents or employees, or for any breach of contract (fundamental or otherwise), or for any claim brought against purchaser by any other party. Your exclusive remedy shall be refinishing or replacement at Gentek's sole option, only on the terms stated in this Warranty.

Some jurisdictions do not allow limitations on how long implied warranties last, exclusions or limitations of incidental or consequential damages, or limitations by manufacturers on warranties, rights and remedies prescribed by statute; thus, the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

If any portion of this Warranty is held illegal or unenforceable, the legality and enforceability of the remainder of this Warranty shall be unaffected.

The agents, employees, distributors and dealers of Gentek are not authorized to make modifications to this Warranty or make additional warranties binding on Gentek.

## SUBSEQUENT OWNERS

This Warranty is transferable by the Original Owner and subsequent property owner(s). In the event of a transfer, the Warranty shall continue for the remainder of the forty (40) year period from the date of original installation of the Product, prorated according to the terms attached. In order to process a claim, any subsequent owners must have a copy of the original invoice or contract from the installation or purchase of the product by the original owner.

## INSTITUTIONAL OWNER

Because this Warranty was created to cover the Product of individual Original Owner(s), this Warranty does not cover Product applied to property owned in whole or part by corporations, governmental entities or agencies, religious organizations, trust, condominium or co-operative housing arrangements, intangible legal entities or any other entity or organization capable of an infinite life. For such intangible entities, the duration of the warranty is forty (40) years non-transferable under the same terms and conditions as this Warranty, prorated as outlined in the schedule attached.

# LIFETIME LIMITED WARRANTY

## MATERIAL & LABOUR FOR ORIGINAL OWNERS

### 40-YEAR LIMITED WARRANTY FOR SUBSEQUENT OR NON-INDIVIDUAL OWNERS



**GENTEK BUILDING PRODUCTS LIMITED**  
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Fair Oaks, Advantage III and Driftwood are registered trademarks.  
Berkshire and Concord are trademarks of Gentek Building Products Limited.  
Product Improvement Policy: Gentek Building Products Limited is constantly improving product designs and manufacturing processes. We therefore must reserve the right to change specifications without notice. Please consult Gentek Building Products Limited for current details.

Effective Date: 1-1-07

Gentek Vinyl Siding,  
Soffit & Accessories



# LIFETIME LIMITED WARRANTY

## GENTEK VINYL SIDING & ACCESSORIES

*Materials & Labour for Original Homeowners*

*40-Year Limited Warranty for Subsequent or Non-Individual Owners*



### ORIGINAL OWNERS

Gentek Berkshire™, Fair Oaks®, Advantage® III, Concord™ and Driftwood® vinyl siding, soffit and accessories (the "Product") are warranted to you, the owner(s) of the property to which the Product was originally applied (the "Original Owner"), by Gentek Building Products Limited (hereinafter referred to as "Gentek"). Gentek warrants the Product, under normal use and service, will be free from manufacturing defects which result in chipping, cracking, flaking, peeling, splitting or blistering, and will resist denting due to its high impact resistance. This warranty (the "Warranty") remains in effect for as long as the Original Owner is living and continues to own the property to which the Product was originally applied. In the event there is more than one Original Owner, the Warranty will remain in effect as long as one of the Original Owners is living and owns an interest in the property to which the Product was applied.

Except for the hail damage warranty, noted herein, this Warranty covers only manufacturing defects in Product. All other causes of material failure including, but not limited to, failure, or damages resulting from faulty or improper installation, accidental or intentional damage, fire, acts of God, settlement of the building, failure of the structure (including foundation and walls), neglect, improper care, surface discolouration due to air pollution, exposure to harmful chemicals, normal and expected weathering of the surface, use of accessories that do not properly receive or secure Gentek panels, distortion or melting due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects), or other causes beyond the control of the manufacturer, are excluded from this Warranty. This Warranty is valid only if Gentek Product was used exclusively in the installation, applied in accordance with the installation procedures endorsed by Gentek, and if kept free of dirt and pollutants. This warranty shall not apply to siding that has been painted, varnished or similarly coated over the manufacturer's original finish unless authorized by Gentek pursuant to this warranty.

**IMPORTANT:** This Warranty excludes Product which exhibits colour change as a result of normal weathering and excludes non-uniform colour change which is attributable to non-uniform exposure to sunlight. This Warranty does cover non-uniform colour change occurring when conditions result in equal exposure to sunlight. For the purpose of this Warranty, "normal weathering" refers to all local conditions affecting exposure to sunlight or other sources of ultraviolet light as well as any extreme climatic or atmospheric conditions which typically cause coloured or painted surfaces to fade, darken, chalk or to accumulate dirt or stains. Gentek has no control over those conditions or the extent to which their effect will vary according to the air quality and or geographic location of your home.

Even though fading may be excluded under the terms of this Warranty as normal weathering, for as long as the original property owner(s) are living and are the owners of the property to which the siding was applied, Gentek will cover fading on the following basis: Gentek upon notification and validation of the complaint, will, solely at its option, either repair, replace or refinish (providing both material and labour) products that have faded as a result of normal weathering or ultra violet exposure, provided that such fading is in excess of Delta E 4 Hunter Units, as determined by Gentek in accordance with ASTM D2244.

All Product failure, other than that caused by hail damage (which is covered herein), will be remedied by Gentek by repair or replacement of material in accordance with the applicable terms and conditions of this Warranty. Gentek shall be entitled to examine the Product for which a claim is made prior to its removal, as a precondition to the validity of any claim pursuant to the present Warranty. This may involve the removal of a small sample of material for laboratory analysis.

### HAIL DAMAGE

Gentek hereby provides a limited warranty on siding products damaged by hail, provided that such hail damage is not covered by a homeowner's insurance policy, or other insurance coverage. If such hail damage is not covered by insurance, then Gentek will furnish to the Original Owner, at no cost, replacement material equal in quantity to material damaged by hail. Gentek will furnish to a subsequent owner (to whom the Original Owner has transferred this Warranty in accordance to the terms hereof) replacement material equal in quality to the material damaged by hail, provided the subsequent owner pays a prorated portion of Gentek's then list price for the material and such prorated portion to be in accordance with the warranty claim schedule attached hereto. The owner shall be responsible for the payment of all installation, labour, freight costs and for the purchase of any additional siding intended to replace undamaged product(s).

To obtain service under this Warranty, you must notify Gentek at 1001 Corporate Drive, Unit 2, Burlington, ON, L7L 5V5 within thirty (30) days after the defect has first come to your attention. Such notification must include your name and address, the name and address of the dealer from whom you purchased the product, or the name of the contractor who installed the product on the home, the date of purchase or installation and a brief description of the defect. You must supply original proof of purchase or installation to register your complaint.

If you choose to exercise your rights under this Warranty, do not begin any repairs prior to writing to Gentek and receiving its permission to do so. Some methods of remedy may ruin the Product making it impossible for Gentek to repair. Further, Gentek must have a reasonable opportunity to inspect the Product for defects before repairs are begun.

### CARE AND MAINTENANCE INSTRUCTIONS

While Gentek vinyl siding is one of the most durable building products materials available today, it will, however, require occasional cleaning like any other product which is exposed to atmospheric conditions. If your Gentek siding should need to be cleaned, the following simple cleaning procedure should be scheduled annually or as often as conditions demand: The cleaning solution should be applied to the soiled surface by means of a soft rag, sponge, or soft bristle brush with gentle rubbing action. A long-handled car washing brush is ideal for this purpose. Do not rub vigorously so as to create glossy areas over the satin finish of your siding. To avoid streaking, it is recommended that you start washing from the bottom and go to the top, rinsing frequently with fresh water from a garden hose.

**1. Simple Cleaning** - For surface soil or stains resulting from industrial fallout, tree sap, insecticides, or chimney fumes, the use of non-abrasive household detergent is recommended: 1/3 cup of household detergent (i.e. Tide) per gallon of water.

**2. Stubborn Stains** - For heavy atmospheric dirt and stubborn stains the following procedure should be used: 1/3 cup of household detergent (i.e. Tide), 2/3 cup trisodium phosphate (i.e. Soilex), 1 gallon of water.

**3. Mildew Accumulation** - In some locales, mildew may be a problem. It appears as black spots and is usually first detected in areas not subjected to rainfall, such as under eaves and porch enclosures.

Mildew is easily removed by using the basic cleaning solutions of stubborn stains with addition of sodium hypochlorite: 1/3 cup of household detergent (i.e. Tide), 2/3 cup of trisodium phosphate (i.e. Soilex), 1 quart sodium hypochlorite 5% solution (i.e. Clorox), 3 quarts of water.

**4. Tar, Caulking Compounds and Similar Oil Substances** - Apply a small amount of mineral spirits directly to the substance. Rinse immediately with clean water.

**CAUTION: Do not exceed the recommended concentrations of cleaners, to do so may cause damage to the siding. Avoid skin and eye contact with cleaning solutions.**

### WARRANTY CLAIM SCHEDULE WHEN TRANSFERRED (Effective January 1, 2007)

Claim Made by:	Number of Years (After Original Installation) Within Which Claim Is Made:	Material and Labour Costs Borne by Gentek*:
Original Owner	Anytime during original purchaser's life, provided Original Owner still owns property to which Product was applied	100%
Subsequent Owner or Non-Individual Property Owner(s)	0-5 years ..... 6 years ..... 7 years ..... 8 years ..... 9 years ..... 10 years ..... 11 years ..... 12 years ..... 13 years ..... 14 years ..... 15 years ..... 16 to 20 years ..... 21 to 40 years ..... 40+ years .....	100% 75% 70% 65% 60% 55% 50% 45% 40% 35% 30% 20% 10% 0%

\*Cost means Gentek Building Products' list price for material.