

Thank you for your recent purchase of NuCedar Mills Specialty Sidings and Trim. We expect that our products will provide your home with years of beauty and protection.

#### LIMITED WARRANTY

The warranty obligations and limitations set forth below relate to NuCedar Mills ("NuCedar"), a division of Jain (Americas) Inc., NuCedar Clapboard, Shingle, Vertical Siding and Trim products (the "Products") sold and installed in the United States of America and Canada.

Subject to the exceptions, conditions and exclusions set forth below, NuCedar warrants (the "Warranty") that (1) during the Warranty Period the Products shall (A) be free from defects in material and manufacture that directly cause the Product to crack, rot or delaminate, and (B) resist damage caused by hail and/or termite attacks; and (C) the Products shall be free from defects in material or manufacture that directly cause the finish to chip, crack, peel or flake.

#### REGISTRATION

In order to register your NuCedar warranty, please visit us on our website (<a href="www.nucedar.com">www.nucedar.com</a>). Failure to register as an initial Owner within 90 days of purchase of the Product or as a transferee within 90 days of transfer of ownership of the applicable structure could result in the rejection of a future warranty claim.

### WARRANTY PERIOD

"Warranty Period" shall mean a period of 25 years from the date of purchase of the Product; provided however, that each such Warranty Period will earlier terminate if the structure on which the Product is originally installed ceases to be owned by a Covered Party. A "Covered Party" shall mean the purchaser of the Product prior to installation or, after installation or use, the Owner (the "Owner") of the structure to which the Product is applied and one (1) subsequent Owner or transferee of the structure; provided that, such subsequent Owner or transferee must have registered the Warranty as provided above in order to qualify as Covered Party. No subsequent Owner or transferee after such first (1st) subsequent Owner or transferee shall qualify as "Covered Party" for purposes of this Warranty nor shall any distributor, installer, contractor or dealer once the Product is installed or used on a structure. As noted in greater detail below, NuCedar will only reimburse labor costs relating to claims submitted within two years from the date of purchase.

# **EXCLUSIVE LIMITED REMEDY**

If, during the Warranty Period and upon compliance with the Claims Procedure, any Product proves to breach the Warranty, NuCedar shall do the following: (1) if the defective Product has not yet been installed, NuCedar shall in its sole determination either replace that portion of the Product that does not comply with the Warranty or return

the purchase price for such portion of the Product; (2) if the defective Product is already installed and the claim is not submitted within two years of the date of purchase, NuCedar shall provide replacement products in an amount equivalent to that portion of the Product that does not comply with the Warranty; (3) if the defective Product is already installed and the claim is submitted within two years of the date of purchase, NuCedar shall in its sole determination either repair, replace or (if a finish problem) coat that portion of the Product that does not comply with the Warranty and NuCedar shall pay for or otherwise reimburse the labor costs actually incurred for any such remedial work up to an amount not to exceed twice the original purchase price of the defective portion of the Products. If the claim is submitted after two years from the date of purchase, NuCedar shall have no obligation to pay for or reimburse any labor costs but it will reimburse the Covered Party for the original retail cost of the Product; provided that, the payment shall be reduced by 4% each year such that after the 25<sup>th</sup> year the Covered Party shall not be entitled to any warranty payment. NuCedar shall not be liable for freight, shipping, taxes or related charges in connection with the foregoing remedies.

THE FOREGOING REMEDIES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE COVERED PARTY WITH RESPECT TO ANY DEFECTIVE OR NONCONFORMING PRODUCT.

# **CLAIMS PROCEDURE**

In order to be eligible for the limited remedies outlined in this Warranty, the Covered Party must comply with each of the following components of the NuCedar Warranty claims submission and processing procedure (the "Claims Procedure"):

- Any claim under the Warranties must be made in writing to NuCedar via the contact information provided for claims submission on NuCedar's website (www.nucedar.com).
- Claims must be submitted in accordance with the following timing:
  - No later than 30 days after the expiration of the applicable Warranty Period.
  - No later than 30 days after discovery of any claimed defect covered by this Warranty.
  - Before beginning any permanent repair.
- The notice must describe the location and details of the defect and such information as is necessary for NuCedar to investigate the claim. Photos of the Product, showing the defect failure must accompany the notice.
- The claimant must provide proof subject to the reasonably exercised sole discretion of NuCedar that he/she is a Covered Party and the claimant must have registered the applicable Product as described below.
- Before any permanent repair to the Product, the Covered Party must allow NuCedar or NuCedar's agents to enter

the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

- The claimant must execute, deliver and comply with any documentation reasonably requested by NuCedar, including a release of claims conditioned upon NuCedar's satisfaction of its obligations under this warranty.
- NuCedar shall not be responsible for any repair, reinstallation or remedial actions that are not authorized and approved by NuCedar in advance in writing after presentation of binding estimates or quotes for the same.

NuCedar's liability hereunder is expressly conditioned upon full compliance with the Claims Procedure.

#### **PAYMENT**

Under the terms of this Warranty, the manner of payment is at NuCedar's sole discretion and may be issued in the form of a cash settlement, material credit and/or a combination of the foregoing. The prorated material cost will be determined by the price paid at the time of the original purchase.

#### CONDITIONS OF WARRANTY

NuCedar's liability hereunder to the Covered Party and the effectiveness of the Warranty shall be subject to the following terms and conditions:

- 1. The Product must be stored and shipped according to the manufacturer's instructions at all times between purchase and installation.
- 2. The Product must be installed according to NuCedar's printed installation instructions and all applicable building codes. Failure to install the Product per the manufacturer's published instructions may affect the Product performance and voids the Warranty. For installation instructions, please visit <a href="https://www.nucedar.com">www.nucedar.com</a>.
- 3. Upon discovery of a possible defect or failure, the Covered Party must immediately, and at the Covered Party's own expense, provide for protection of all property that could be affected until the defect or failure is remedied.
- 4. NuCedar shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.
- 5. The Warranty does not cover or extend to damages or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product; (b) neglect, abuse or misuse; (c) repair or alteration; (d) settlement or structural movement and/or movement of materials to which the Product is attached; (e) damage from incorrect design of the structure; (f) high winds; (g) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (h) efflorescence or performance of any paints and/ or coatings which are not NuCedar and/or NuCedar affiliate applied; (i) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the product (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (j) acid rain or other pollution,

(k) refracted glass energy and related causes, (l) shingle lift if the shingle sits no more than 1/8" off the underlying surface, or (m) any cause other than manufacturing or material defects attributable to NuCedar.

#### DISCLAIMER AND DAMAGES EXCLUSION

The statements in this Warranty constitute the exclusive warranty extended by NuCedar for the Products. NUCEDAR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL NUCEDAR BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT PERMIT DISCLAIMERS OF OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## SETTLEMENT OF CLAIM

Any refund or material replacement by NuCedar pursuant to the terms hereof shall constitute a full settlement and release of all claims of any Covered Party hereunder for damages or other relief.

# MODIFICATION OR DISCONTINUATION OF PRODUCTS

NuCedar reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation. If NuCedar provides any replacement Product in connection with this Warranty, it may provide the then current generation of equivalent product (as determined by NuCedar in its sole discretion) in lieu of that generation of product originally purchased by the Covered Party.

THIS WARRANTY MAY NOT BE ALTERED OR AMENDED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY NUCEDAR AND THE COVERED PARTY. NO DEALER, DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED BY NUCEDAR TO MAKE STATEMENTS OR REPRESENTATIONS CONCERNING THE PERFORMANCE OF THE PRODUCT EXCEPT AS CONTAINED IN THIS WARRANTY AND NUCEDAR EXPRESSLY DISCLAIMS AND SHALL NOT BE BOUND BY ANY SUCH STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.

THIS WARRANTY IS EFFECTIVE FOR PURCHASES MADE ON OR AFTER JUNE 9<sup>TH</sup>, 2017.