



## Product Protection Plan

### Cape Cod Finished Wood Siding - 15-Year Limited Solid Colour Coating Warranty

#### For Rough Textured Sidings and Trims

(Canada and the United States Only)

**1 - Limited Warranty Coverage:** Subject to the definitions, terms and conditions set forth below, Cape Cod Wood Sidings ("Cape Cod") warrants to the original purchaser or the first owner of the structure ("the Covered Person") that the Cape Cod Factory Finished Wood Siding ("the Siding"), when used for its intended purpose and when properly installed in strict accordance with Cape Cod's published Installation, Storage and Wall Construction Details, and when maintained in strict accordance with the Cape Cod Finished Wood Siding Maintenance Instructions, that for a period of 15 years from the date of purchase (the "Warranty Period"), the Machine Coat Plus® ("the Coating") is:

- » **PEEL AND FLAKE RESISTANT** : Finish coat will not peel from siding substrate.
- » **WASHABLE**: Dirt can be removed without damaging the finish.
- » **RESISTANT TO CHALK WASH DOWN**: Will not cause chalk stains on brick or other surfaces below the coating.

**This Warranty applies only to the Coating applied to rough textured face siding and trims. It does not cover the substrate of any siding or trim product.** Fading and discoloration caused by normal exposure to the weather elements is a natural occurrence of all paint coatings and therefore does not constitute a product failure and is not covered under this warranty. In order to maintain the original appearance expect to re-stain the siding depending on the siding's exposure to the weather elements. Paint coatings with Southern exposure, or areas subject to a high rate of UV reflection from flat surfaces or water may weather more quickly than less exposed areas. Variations in the appearance from one piece of siding to the other are due to the natural wood characteristics and are part of the intended appearance and such variations do not constitute a manufacturing defect.

This Warranty extends solely to the Covered Person and is non-transferable.

For Siding and trim installation on structures that are less than ten (10) meters away from an open body of water ("Extreme Exposure Conditions") the Siding must be pressure treated for the Warranty to be valid.

Prior to installation, all Cape Cod products must be examined. Should a Covered Person find any product unsatisfactory, the product should not be installed. The Covered person must contact Cape Cod immediately at 1-800-565-7577 to obtain replacement product. Installation of an unsatisfactory Cape Cod product constitutes acceptance of the Siding product.

After installation, only those products, validated by a Cape Cod representative to have a Warrantable Defect ("Affected Product"), will be covered by this Warranty. If during the Warranty Period, any Cape Cod product is determined by Cape Cod, in its sole discretion, to be an Affected Product, Cape Cod reserves the right to:

**During the First Five (5) Years:** from the date of purchase, provide the Covered Person the paint coatings and compensate for labour required to repair the Affected Product. Cape Cod shall only be responsible for compensating the Covered Person for reasonable labour expenses actually incurred by the Covered Person to repair the Affected Product, to a maximum labour cost of \$2.00 per installed square foot.

**During the 6th to 15th Year Inclusive:** from the date of purchase, provide the Covered Person with the paint coatings required to repair the Affected Product. Cape Cod shall have no obligation to reimburse the Covered Person for any labour costs incurred to repair the Affected Product.

**Cape Cod's total obligations under this Warranty shall in no event exceed the original purchase price of the Affected Product.**

**2 - Warranty Conditions:** Cape Cod's liability hereunder to a Covered Person, shall be subject to the following terms and conditions:

- a) The claimant must provide proof that he or she is a Covered Person.
- b) The product must be installed in accordance with Cape Cod's published Installation, Storage and Wall Construction Details; and, all applicable building codes adopted by the Federal and Provincial and State Governments. Failure to install the product in strict accordance with the Cape Cod Installation, Storage and Wall Construction Details and all applicable building codes, may affect the product performance and **will VOID THE WARRANTY.**
- c) For Extreme Exposure Conditions, where the product is being installed on a structure located less than ten (10) meters away from an open body of water (for example: boat houses), pressure treated Siding **MUST** be used.
- d) The product **MUST** be inspected and maintained on a regular basis in accordance with Cape Cod's Maintenance Instructions. Failure to routinely inspect and maintain the product **will VOID THE WARRANTY.**
- e) All jobsite cuts **MUST** be field coated with Cape Cod touch-up paint, prior to installation
- f) Product that is found to be unsatisfactory, prior to application or installation, for any reason, **MUST NOT** be applied or installed and should be returned to the manufacturer for replacement product. Cape

Cod shall have no responsibility under this Warranty if defective or unacceptable product is installed. Cape Cod will not be responsible for work stoppages that may occur while replacement product is produced and shipped. Upon discovery of a possible Warrantable Defect, the Covered Person MUST immediately, and at the Covered Person's own expense, provide for protection of all product that could be adversely affected, until the defect is remedied.

**g)** Upon discovery of a possible Warrantable Defect and before beginning any permanent repairs, the Covered Person MUST file a claim within thirty (30) days by contacting Cape Cod. Failure to file a claim within 30 days of discovery of a possible Warrantable Defect **will VOID THE WARRANTY**. To file a claim, the Covered Person MUST:

- i. contact a Cape Cod representative at 1-800-565-7577;
- ii. provide proof that the claimant is a Covered Person;
- iii. provide a copy of the original purchase invoice for the Siding;
- iv. provide photographs of the area(s) of concern or such other photographs that Cape Cod may reasonably request; and
- v. upon the request of Cape Cod, permit access to the structure where the warranted product is installed to allow a Cape Cod representative to inspect, obtain samples, and/or take photographs of the product in question.

**h) Materials provided under this Warranty, must be delivered to the point of purchase dealer or, the Cape Cod dealer nearest to the job site. Cape Cod is not responsible for transportation costs from the dealer to the jobsite.**

**i)** As consideration for any remedy provided under section (1), any replacement product provided in response to a Warranty claim shall be warranted only for the balance of the applicable period remaining under this Warranty. As consideration for any remedy provided under section (1), any such remedy shall constitute full settlement and release of any and all claims of the Covered Person hereunder, for damages or other relief, and shall be a complete bar to any subsequent litigation or claim filed.

CAPE COD MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Warranty is extended solely to the Covered Person and is non-transferable. The Covered Person or his applicator shall not permit their agents, representatives, customers, distributors, or contractors to claim, represent, or imply that this Warranty extends to or is available to anyone other than the Covered Person who purchases the Cape Cod Finished Wood Sidings.

**3 - Exclusions:** This warranty does not cover damage or defects resulting from, or in any way attributable to:

**a)** the improper storage, shipping, handling or installation of the Siding (including, but not limited to, failure of the product to be installed in strict accordance with the terms and conditions set forth in Section 2b) of this Warranty) and/or the improper construction/design of the structure for use with the Siding; **b)** neglect, abuse or misuse of the Cape Cod Siding; **c)** repair or alteration of the Siding; **d)** performance of any paints and/or coatings which are not supplied by Cape Cod; **e)** Settlement or structural movement and or movement of the materials to which the product is attached; **f)** failure to

maintain the product in strict accordance with the Maintenance terms and conditions set forth in Section 2d) of this Warranty; **g)** acts of God, including but not limited to hurricane, windstorm, tornado, earthquake or hail; **h)** use of harmful chemicals on the Cape Cod Siding (including cleaning compounds); **i)** surface deterioration due to air pollution, acid rain, vandalism, mold, mildew accumulation, scratching, wind driven sand, abrading or misuse or abuse of the Siding after installation; **j)** staining or discoloration caused by corrosion or failure of nails and fasteners; staining or discoloration and discoloration of the caulking or construction sealants; **k)** any damage as a result of water from a mechanical source, or installation where the Siding is in direct contact with moisture or repeatedly wetted; **l)** any damage as a result of non-pressure treated product being used in Extreme Exposure Conditions; **m)** cosmetic damage caused by extractive bleeding (pitch bleed) as set forth in the Cape Cod Maintenance Instructions ; and **n)** any cause other than manufacturing defects attributable to Cape Cod.

#### **4 - Modification or Discontinuation of Products:**

Cape Cod 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.

Cape Cod "Installation, Storage and wall Construction Details" are included in every package of siding, and are also available on our website:

"Cape Cod Installation, Storage and Wall Construction Details"

<http://www.capecodsiding.com/resources/installation.html>

"Cape Cod Maintenance Instructions"

[http://www.capecodsiding.com/resources/cc\\_maintenance.pdf](http://www.capecodsiding.com/resources/cc_maintenance.pdf)

**Cape Cod Sidings is a division of Marwood Ltd.**

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