

KAYCAN

VINYL SIDING AND ACCESSORIES LIMITED WARRANTY

Lifetime Non-prorated Limited Warranty 50-year Prorated Limited Warranty for Transferees

Issued To:

Property owner	Product Installation Date
Property Street Address	Name of Installer
City, State, Zip	Certificate Number

COVERAGE UNDER THIS WARRANTY

Kaycan's Limited Warranty on vinyl siding and vinyl accessories ("product") extends to the original home owner ("purchaser") named above for as long as purchaser shall live and own the property on which the material was originally installed. Kaycan expressly warrants that its product is free from manufacturing defects in material or workmanship. When applied according to Kaycan's instructions and properly maintained, such product is further guaranteed against peeling, flaking, rusting, blistering and corroding and will meet A.S.T.M. test D635 for non-combustibility. Subject to the limitations set out below, if a defect occurs during the lifetime of the purchaser and while purchaser still owns the property on which the material was installed, Kaycan will, at its option, repair, restore or replace the product determined to be defective.

The lifetime coverage by this Warranty automatically ceases upon the sale of the property or the death of the last of the original owners of the property at the time of installation. The lifetime coverage of this Warranty is limited to covering individual home owners only. In the case of corporations, governmental agencies, trusts, religious organizations, schools, condominiums or cooperative housing or any other organizations, the lifetime Warranty shall be deemed to be limited to fifty years.

EXCLUSIONS AND LIMITATIONS

Kaycan's obligations and liability under this Limited Warranty are expressly conditional upon and subject to the following provisions:

- that the installation of the product shall have been performed in accordance with Kaycan's instruction; NOTHING IN THIS WARRANTY SHALL BE CONSTRUED AS A WARRANTY OF THE WORKMANSHIP OF ANY APPLICATOR/INSTALLER, OR AS IMPOSING ON KAYCAN ANY LIABILITY FOR UNSATISFACTORY PERFORMANCE CAUSED BY FAULTY WORKMANSHIP IN INSTALLATION, REGARDLESS OF WHETHER OR NOT KAYCAN RECOMMENDED A PARTICULAR INSTALLER;
- that the Warranty shall have been registered as set out below and that the Purchaser/Transferee shall supply all information which is reasonably requested by Kaycan relating to the product;
- that this Warranty shall not apply to destruction or damage of the product or its failure to adhere to any surface when resulting from or connected with misuse, neglect, or the impact of foreign objects or when caused by fire, wind, earthquake or acts of God;
- that this Warranty shall not apply to damage resulting from any settlement or structural defects of the surface or structure or resulting from any other cause not attributable to any inherent manufacturing defect in the product by Kaycan.
- that this Warranty shall not apply to normal surface weathering; (Normal surface weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to fade, become dirty, or to stain). The severity of any of these conditions depends upon the geographical location of your home, the cleanliness of the air in your area and many other local influences over which Kaycan has no control.
- that this Warranty shall not apply to:
 - surface discoloration or damage due to air pollution or mildew;
 - discoloration or damage caused by exposure to harmful chemicals;
 - damage caused by use of incompatible accessories not manufactured by Kaycan;
- that this Warranty shall not apply to siding which has been painted, varnished or similarly coated over the manufacturer's original finish.

In no event shall Kaycan be responsible for any special, indirect or consequential damages, including, without limitation, loss of profit, loss of business or other commercial loss of any kind, arising from any breach of this Warranty or the contract for the sale of the product or from any negligence (simple or gross) or other tortious acts or omissions on the part of Kaycan and its agents or employees. Kaycan's obligation under this Limited Warranty is limited to repair, restoration or replacement of the product, at its option. If a claim is made regarding a product that is no longer available, Kaycan reserves the right to supply a siding product that, in Kaycan's sole discretion, is of equal quality or price for the purposes of fulfilling its obligations pursuant to this Warranty. Notwithstanding, any other provision of this Warranty, the maximum liability on the part of Kaycan for breach of this Limited Warranty shall be an amount equal to the original contract price of the product.

Any person to whom product is furnished under the terms of this Limited Warranty shall be entitled only to the benefits of the unexpired term of the Warranty applicable to the Product originally installed.

HAIL DAMAGE

Kaycan vinyl siding is extremely resilient and will resist damage caused by the impact of a normal hail storm. In the case of damage caused by a severe hail storm, (i.e., a hail storm which damages roofs, windows, automobile windshields, etc.), Kaycan will provide replacement material only for that portion of the siding that was damaged. The homeowner shall be responsible for the payment of all installation, labor and freight costs and for the purchase of any additional siding panels desired by the homeowner to replace undamaged portions of the siding. The amount and value of the warranted replacement Product should be reported to the homeowner's insurance carrier whose policy coverage may compliment this limited hail damage Warranty in areas not covered hereunder.

LIMITATION

This Limited Warranty expresses the sole and exclusive liability of Kaycan. Except as expressly stated herein, there are no other warranties or guarantees oral or written, express or implied from any course of dealing or usage of trade and all such implied warranties, including any warranties of merchantability or fitness for intended purpose are expressly disclaimed. No employee, agent or other person is authorized by the Kaycan to assume for it any liability in addition to that set forth in this warranty statement.

This Warranty gives you specific legal rights. You may also have other rights which may 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.

MANDATORY REGISTRATION AND ACKNOWLEDGMENT CARD

This Limited Warranty shall only come into effect if the original purchaser signs and mails to Kaycan an Application for Registration of Limited Warranty (form attached) within thirty (30) days after the date of installation. The provision of false information in connection with the Application or in connection with any claim shall be grounds for denying any claim hereunder.

In the event that the Application is not mailed to Kaycan as set forth above, liability of Kaycan to the original purchaser shall be limited to furnishing to the original owner replacement Product for any Product determined to be defective and not capable of repair, however, the owner shall be responsible for all freight charges, installation or restoration costs.

ONE-TIME TRANSFER OF WARRANTY

Upon change of ownership, this Limited Warranty, if still in effect, may be transferred to the new owner by the original purchaser under the terms and conditions of this Limited Warranty, provided that the transfer must be registered not later than 30 days after transfer of the legal title to the property on which the Product is installed; and provided that after the transfer the Warranty shall be prorated based upon the date of transfer of legal title as set out below and shall expire fifty (50) years after the date of original installation of the product as shown by the original registration. The right to transfer this limited Warranty is limited to the original purchasers and does not extend to transferees. If the transfer is not registered within thirty (30) days after transfer of the legal title, then Kaycan's shall have no further obligation under this Warranty.

The pro-rated share of labor and materials due from a transferee depends upon the length of time which has passed from the time of installation to the time of transfer of legal title to the property as set out below. Cost of labor shall be the amount paid by Kaycan for labor. Cost of Material shall be based upon the selling cost of the Product to a consumer purchaser at the time the claim is first received by Kaycan.

If a transfer occurs within three years after the Date of Original Installation, then pro-ration of labor and material costs is not required.

Commencing with transfers occurring during the fourth year after installation the Transferee shall pay eight percent (8%) of the cost of the labor and materials for repairs, restoration or replacement under the terms of this Warranty. The Transferee's share of labor and materials shall increase at the rate of eight percent (8%) per year for each year from the fourth through the tenth year, until in the tenth year the Transferee shall be responsible for fifty-six percent (56%) of both labor and materials.

Commencing with transfers occurring during the eleventh year after installation, the Transferee shall pay one-hundred percent (100%) of the labor costs for the remainder of the Warranty period.

For transfers during the eleventh year after installation the Transferee shall pay fifty percent of the material cost. Thereafter the Transferee's percentage of material costs shall increase by five percent (5%) per year from the eleventh year through the fifteenth year—at which time the Transferee's obligation for material costs shall be seventy percent (70%). For transfers occurring in the sixteenth year following installation, the Transferee's obligation for material costs shall be 73% and shall increase at the rate of two percent (2%) per year for each year from the Sixteenth year through the twenty-fourth year of the Warranty period—at which time the Transferee's obligation for payment of material costs shall be eighty-nine percent (89%). Commencing with transfers occurring during the twenty-fifth year after installation or thereafter, the Transferee shall be obligated to pay ninety percent (90%) of the material cost.

CLAIM PROCEDURE

To make a claim under this Warranty, an original owner or registered Transferee must notify Kaycan, within thirty (30) days after discovering the defect, such notice shall be in writing and shall be sent Certified or Registered mail postage prepaid and addressed to Kaycan Ltd., Jack Nickson Drive, Richford, Vermont 05476. Such claim shall include a description of the defect, the date of discovery, and the property address where the Product was installed.

Where the claim is made by an unregistered original owner, the claimant shall enclose proof of purchase in the name of the claimant, proof of installation date and a check for \$50 to cover Kaycan's expenses in examining and testing the Product and verifying the purchase and installation information. In the event that the Product is found to be defective and the purchase and installation information is found to be accurate, Kaycan will apply the \$50 fee towards freight costs and other expenses of the Original Owner and refund or bill the balance, if any.