



# Cemfort Warranty

20 Years - Limited & Transferable

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Project Name:

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Project Address:

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Client's Name:

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Date of Purchase:

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## Coverage and Duration of Warranty

CEMFORT warrants to the original owner that its fiber concrete panels will be free from manufacturing defects for a period of 20 years from the date of purchase, under normal and proper use, storage and handling, considering that they have been installed properly, as well as adequate cuts made on-site, all-in accordance with the latest version of the installation guide in effect at the time of installation. In the case of a repair or replacement under the terms of this warranty, the original warranty shall apply to the repaired or replaced materials and remain in effect for the remainder of the warranty period calculated from the moment CEMFORT establishes that the material is defective.

## Transferability

The limited warranty is transferable, but only by the original owner to the next owner. The transfer of warranty begins on the date of transfer of title. The warranty period, calculated from the original date of purchase, will remain the same during the transfer of ownership and will be proportional and calculated according to schedule warranty. The new owner cannot transfer the warranty again to another owner.



## Restrictions

The present warranty does not provide coverage against any defect, failure or damage caused by conditions and events beyond the control of CEMFORT, including but not limited to:

- During the duration of the project, any direct or indirect damage as a result of light transport of the product to the site, resulting in breakage of handling and / or impact, improper storage of CEMFORT products by installer, or third party owner of the building, including but not limited to: Failure to keep materials dry, inadequate drainage, exposure to stagnant water, improper ventilation, excessive piling weight or other causes of damage from moisture, surface contamination, surface defects, the consequences of efflorescence or other damage.
- Lack of cleaning or failure to make any reasonable and necessary effort for maintenance of the Cemfort siding by the installer or the owner, during and after installation, including, but not limited to: Wear due to scratches, scratches, dents or other, as well as damage caused by tools, ladders, scaffolding and other work equipment, remove dirt and other contaminants, caulking maintenance, tinkering in damaged areas and other inappropriate tasks and lack of reapplying the protective sealer on panel series Xpression Wood and Real Concrete.
- The use of accessories not suitable for CEMFORT siding.
- Improper installation or not following written instructions or installation guide issued by CEMFORT during the installation.
- Defects, malfunctions or damage to the wall or substrate on which the CEMFORT siding is installed caused by movement, distortion, cracking or settling of a wall, the substrate or the foundation of the building,
- Stains or other damage caused by exposure to external factors such as air pollution (including metal oxides and metal particles) harmful chemicals and molds (molds are related to environmental conditions, as well as efflorescence cannot be considered product defects. As such, the damage caused to them by the forementioned causes, is not covered by this limited warranty or any implied warranty.
- Furthermore, the effects such as: debris, fire, earthquakes, floods, lightning, hailstorms, hurricanes, tornadoes, or any other natural disaster, which CEMFORT has no control, panels and systems are not covered by this limited warranty or any implied warranty.
- The use of primer, sealer, paint or other coating applied by the owner or a third party to the CEMFORT siding regardless of application techniques and recommended by the manufacturer specifications. Improper coating, which prevents Cemfort siding to fulfill their role.
- Vandalism or acts of war.
- Any product deemed initially defective but installed nevertheless will be considered accepted by the client.
- Any other reason not related to a manufacturing defect of Cemfort siding. Example: buckling, exposure to harmful chemicals, fumes, vapors or external staining substances, etc., but not limited to, are not covered.
- The normal aging or fading caused by normal weather conditions, such as sun exposure and atmospheric variations, which brings the surface to gradually fade and chalk, and accumulate dirt or stains. This warranty will cover the painted finishes applied by Cemfort against any excess color change beyond normal weathering. Excess color change is defined as a change in color of
- the finish by greater than four (4) delta E units within the first three (3) years of the product installation. Only Cemfort shall have the discretion to determine whether the painted finish exhibits excess color change.
- Real Concrete panel series natural color variation and color fading, specific to concrete, cannot be considered as manufacturing defects, but as standard aging of any concrete-based material. Darker tone concretes will have a more significant color variation. Any other damage not caused by a defect in the coating or application. CEMFORT reserves the right to discontinue or modify any of its products without notice to the owners, and CEMFORT will not be liable if alternative materials do not have the same color or gloss due to normal weathering. If CEMFORT replaces guaranteed materials, it may substitute products designated by CEMFORT as quality or similar price, if the product originally installed is no longer produced or has changed.
- Cemfort's sole responsibility is to supply replacement products. No manual labor nor any costs associated with the disassembly and replacement of the defective products are covered by this warranty.



## Cleaning and Maintenance

Although Cemfort prefinished siding is resistant to most common stains such as oil and grease, it gets dirty as any other siding when exposed to weathering. Dirt, grime and chalk can be removed simply by means of a hose or sponge and a bucket of soapy water. Pressure washing can be carried out within a maximum pressure of 100lbs, using a cleaning nozzle with a wide jet. A minimum distance of 1m (3') of the panels must be always kept. It is advised to reapply the protective sealer on the surface of the Xpression Wood and Real Concrete panels series following a 10-year period to exterior exposure to get maximal resistance and stability of the finish. The protective sealer is available through Cemfort panels.

## Procedure

If you have identified a defect covered by this limited warranty, you must immediately notify CEMFORT and provide the original invoice, quotation and date of installation of your CEMFORT siding as proof of ownership, so CEMFORT is able to process your claim under the warranty. You must provide a detailed written description of the problem, supported by photographs, clearly showing the reason for the claim, so that CEMFORT can perform appropriate follow-up. Upon receipt of a properly filed complaint, CEMFORT will review and evaluate the latter in a reasonable time. If it concludes that the defect is indeed covered by the limited warranty, it will provide its substitutes or make on-site fixes it deems relevant or reimburse the customer for the value of the original purchase from CEMFORT, the choice being at the discretion of CEMFORT, and by virtue of the terms of this limited warranty. To be able to process and evaluate a claim properly, CEMFORT may require the customer and / or owner to send a sample of the allegedly defective material for analysis, and / or require, the extent deemed necessary, to have access to said building on which the material is installed at an agreed time by both parties, so that a CEMFORT representative can carry out an inspection and, if necessary, taking pictures and / or sample.

Correspondence and written opinions should all be sent to the following address: CEMFORT PANELS, Attn: Claim under warranty, 1915 Alfred-Nobel Street, Salaberry-de-Valleyfield, Quebec, Canada, J6T 0E3. The complaint may also be filed by contacting CEMFORT by email at [info@cemforthd.com](mailto:info@cemforthd.com)(claim).

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## Limited Warranty and Limitation of Remedies

OBLIGATIONS SET FORTH IN THIS LIMITED WARRANTY IS YOUR EXCLUSIVE REMEDY AND REPLACE ALL OTHER OBLIGATIONS AND WARRANTIES. DUTIES AND / OR RESPONSIBILITIES CEMFORT PANELS ARE LIMITED TO THE PROCEDURE DESCRIBED IN THIS REPORT. MATERIALS REPLACEMENT IS 100% IN THE FIRST YEAR AND REDUCTION OF 5.26% COMPARED TO THE ORIGINAL PURCHASE PRICE OF EACH YEAR TERM REMAINING. NO WARRANTY WILL BE APPLICABLE AFTER THE 20TH YEAR. CEMFORT SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, RECLAMATIOIN AND / OR DIRECT OR INDIRECT DAMAGE TO OR LOSS OF ANY REMEDY COSTS. NO FIELD REPRESENTATIVE, DISTRIBUTOR OR INSTALLATION IS AUTHORIZED TO CHANGE OR MODIFY THIS LIMITED WARRANTY. BY PURCHASING CEMFORT'S PANELS AND SYSTEMS, THE CLIENT ACCEPTS THE TERMS OF THIS WARRANTY.

### Cemfort Head Office

09-2024

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