

# **20 YEARS**LIMITED WARRANTY AND TRANSFERABLE

Project's name:
011511710114145
CLIENT'S NAME:
DATE OF COMPLETION:

### **ABOUT COVERAGE AND DURATION**

CEMFORT warrants to the original owner that these cladding systems will be free from manufacturing defects for a period of 20 years from the date of installation, under conditions of normal and proper handling, considering that have been installed properly, as well as specific cuts made to the 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 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 maintenance or failure to make any reasonable and necessary effort for maintenance to 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.
- The use of accessories not suitable for CEMFORT siding.
- Improper installation or following written instructions issued by CEMFORT during the initial installation or CEMFORT installation guide.
- 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, the panels 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 manufacture specifications. Improper coating, which prevents Cemfort siding to fulfill their role.

Vandalism or acts of war.

Any product deemed initially defective and after installing will be considered accepted by the client.

Any other cause not related to a manufacturing defect Cemfort siding. Example: buckling, etc., but are not limited. Exposure to harmful chemicals, fumes, vapors or external staining substances.



Lack of maintenance or failure to perform reasonable and necessary maintenance of Cemfort siding, including but not limited to:

Remove dirt and other contaminants,

Tinkering in damaged areas and other appropriate tasks.

Natural color variation of the concrete (Real Concrete line).

The normal aging or fading caused by normal weather conditions, such as sun exposure and climate change, which brings the surface to gradually fade, and accumulate dirt or stains. The severity of the condition depends on the location of the building, the cleanliness of the air in the area and many other factors.

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 replace the defective products, no manual labor nor any costs associated with the replacement are covered by this warranty.

#### 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 REMPLACEMENT IS 100% IN THE FIRST TEN YEAR AND REDUCTION OF 10% COMPARED TO THE ORIGINAL PURCHASE PRICE OF EACH YEAR TERM REMAINING. 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.

#### **PROCEDURE**

If you have identified a defect covered by this limited warranty, you must immediately notify CEMFORT and provide proof of the date of purchase and



installation of your CEMFORT siding date, even that 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 evaluation of the latter in reasonable time. If it concludes that the defect is indeed covered by the limited warranty, it will provide its substitutes or make onsite fixes it deems relevant or reimburse the customer and the owner or 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 appropriately, 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, 24 St-Louis #130, Salaberry-de-Valleyfield, Quebec, Canada, J6T 1M4. The complaint may also be filed by contacting CEMFORT at 450-373-0455 or <a href="mailto:info@cemforthd.com">info@cemforthd.com</a> (claim).

#### **MAINTENANCE**

Although Cemfort prefinished siding is resistant to most common stains such as oil and grease, it gets dirty as any other 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. Do not use a jet of water under pressure.

# **CEMFORT PANELS**

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