Limited Solid Stain Warranty

10 YEARS on solid stain 2 coats

Maibec® Factory-Stained Genuine Wood Siding

Maibec URBAHN® Brushed Face Finish

WARRANTY APPLICABLE IN CANADA TO PRODUCTS SOLD THROUGH AUTHORIZED MAIBEC RETAILERS.

DURATION AND SCOPE OF WARRANTY

Under the terms and conditions of this warranty, Maibec Inc. warrants the solid stain on the product (two (2) colour factory coats) against peeling, blistering and cracking due to normal weathering for a period of **ten (10) years** from the date of purchase.

A. For the **first three (3) years** after the purchase date, Maibec Inc., at its sole discretion, shall reimburse either the purchaser or subsequent owner of the building, on which the product is applied, as the case may be, for the cost of purchase of a sufficient amount of stain and the labour if needed to retouch the damaged surface, or shall supply the necessary stain and labour without exceeding the initial cost of purchase of the product.

B. During the seven (7) remaining years of the warranty, Maibec Inc., at its sole discretion, shall only supply a sufficient amount of stain to retouch the damaged surface.

This warranty specifically excludes any other damage, of whatever nature, including the cost of labour if needed (except what is provided for the first three (3) years of warranty as mentioned above) installation or reinstallation costs and other direct or indirect damage, real or anticipated, present or future.

By purchasing the product, the purchaser accepts the terms and conditions of this warranty, which replaces any other representation, warranty or condition, explicit or implicit, statutory or other. The terms of this warranty are transferable to the subsequent purchaser of the residential or commercial building upon which the product has been installed.

CONDITIONS OF THIS WARRANTY

A. This Limited Solid Stain Warranty is conditional upon compliance with Maibec installation requirements*, proper and regular maintenance** and building codes applicable in your region. Failure to comply with these requirements and codes will void the warranty. The installation requirements can be found in the product bundle. They are also available on maibec.com.

B. This Limited Solid Stain Warranty is also conditional on compliance with the written notice and claim requirements set forth below and Maibec performing an inspection prior to any repairs being made to confirm that the product shows one of the defects covered by this warranty. Failure to comply with these requirements will void the warranty.

EXCLUSIONS

A. If a product is found to be unsatisfactory prior to installation, for whatever reason, it must not be installed and Maibec must be contacted immediately. Installation of the product constitutes full and complete acceptance of the product by the client and Maibec Inc. will not be held liable, in any way, if a defective or non-standard product is installed. Maibec Inc. shall not be liable for any consequential or special damages, or for other expenses (material, labour or any other expenses) which may arise in connection with this warranty.

B. This warranty shall be void if the product is immersed in water or comes into direct contact with the ground or adjacent horizontal structures, including house boat and boat house.

C. This warranty does not cover any other damages other than those previously noted such as, but not limited to, defects due to (a) improper handling, faulty installation, improper ventilation and drainage, improper storage or defective building design; (b) repairs and/or altering of the product; (c) touch-up misapplication; (d) movement of the structure to which the product is installed; (e) wear and abrasion caused by the combined effects of the wind and salt air, the wind and sand or the wind and snow/ice; (f) acts of God such as, but not limited to, hurricanes, tornadoes, floods, earthquakes, and sleet and hail; (g) growth of mould and/or mildews and/or stains caused by bleeding or other extractives from wood or any other biological agent on any surface of the product.

D. Fading and discolouration caused by normal wear and exposure to the elements are naturally occurring phenomena and do not constitute a product defect, and therefore are not covered by this Limited Solid Stain Warranty.

E. Siding is for vertical installation only. Siding installed to non-vertical surfaces such as sloping or angled walls are not covered by any warranty.

F. Due to the particular weather conditions in the Iles-de-la-Madeleine and the Great North (north of the 55th parallel), this warranty does not apply in those regions. No warranty is offered for the Iles-de-la-Madeleine.

Maibec offers a selection of siding and mouldings approved for the Great North (north of the 55th parallel). A specific warranty applies to these products. Contact Maibec for details.

SUBMITTING A CLAIM

A. The covered person must contact Maibec Inc. within thirty (30) days following the discovery of any product failure or defect covered by this warranty. The claimant is responsible for providing the information and supporting documents needed by Maibec Inc. to investigate the claim.

B. Any claim under this warranty made by the purchaser or subsequent owner, as the case may be, must be made in writing during the period covered by the warranty and must include the original invoice from the authorized retailer of the Maibec siding product.

C. Upon reasonable notice, the purchaser or owner must allow Maibec's agents to enter the property and structure on which the product(s) is applied to inspect such product(s). For the avoidance of any doubt, such an inspection may require the removal of some of the product from the structure to which it has been installed.

D. Any settlement between Maibec Inc. and the covered person regarding the refund, material replacement or corrective action constitutes a full settlement and release of all claims relating to this warranty.

E. In the event that the claimed product is no longer offered, Maibec reserves the right to provide another product of equivalent value.

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* SEE THE MAIBEC REGULAR SIDING OR EM+ SIDING INSTALLATION GUIDE FOR DETAILS AT MAIBEC.COM/SUPPORT
** SEE THE MAIBEC SIDINGS MAINTENANCE AND STAINING GUIDES FOR DETAILS AT MAIBEC.COM/SUPPORT

THIS WARRANTY IS GOVERNED BY THE LAWS IN FORCE IN THE PROVINCE OF QUÉBEC AND MUST BE INTERPRETED ACCORDING TO THOSE LAWS. ANY DISPUTE BETWEEN THE PARTIES WILL BE HEARD BY THE COURTS OF THE JUDICIAL DISTRICT OF QUÉBEC, TO THE EXCLUSION OF ANY OTHER COURT.

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