Limited Warranty Against Wood Decay

30 YEARS against wood decay

Maibec® Western Red and Alaskan Yellow Cedar Shingles

WARRANTY APPLICABLE IN THE UNITED STATES TO PRODUCTS SOLD THROUGH AUTHORIZED MAIBEC RETAILERS.

DURATION AND SCOPE OF WARRANTY

Under the terms and conditions of this warranty, Maibec Inc. warrants the product against **wood decay** for a period of **thirty (30) years** from the date of purchase.

A. For the **first five (5) 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 product and the labor needed, to replace the damaged surface, or shall supply the necessary product and labor without exceeding the initial cost of purchase of the product.

B. During the twenty-five (25) years of the warranty, Maibec Inc.'s sole responsibility is to replace the product damaged by wood decay.

This warranty specifically excludes any other damage, of whatever nature, including the cost of labor if necessary (except what is provided for the first five (5) 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 Warranty Against Wood Decay 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 are available on maibec.com.

B. This Limited Warranty Against Wood Decay 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 has wood decay. 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 by the client and Maibec Inc. will not be held liable, in any way, for labor or material 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, labor 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 wood decay such as, but not limited to, defects due to (a) improper handling, faulty installation, improper 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 mold and/or mildews and/or stains caused by exudation of tannins or other extractives from wood or any other biological agent on any surface of the product.

D. The purchaser recognizes that the product is subject to naturally occurring variations (contraction/expansion, texture, minor dimensional differences), which are not covered by this Limited Warranty Against Wood Decay.

E. Shingles are for vertical installation only. Shingles 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 Great North (north of the 55th parallel), this warranty does not apply in those regions. Maibec offers a selection of shingle products approved for the Great North. 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 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. The quantity of replacement product will correspond to the quantity of product damaged by wood decay.

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.

Maibec Inc.
202 – 1984, 5e rue
Lévis (Québec)
G6W 5M6 Canada

Phone: 418 659-3323
Toll-Free-Number: 1 800 363-1930
info@maibec.com

* SEE THE MAIBEC SHINGLES INSTALLATION GUIDES FOR DETAILS AT MAIBEC.COM/US
** SEE THE MAIBEC SIDINGS MAINTENANCE AND STAINING GUIDES FOR DETAILS AT MAIBEC.COM/US

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.

® REGISTERED TRADE-MARK PROPERTY OF MAIBEC INC. TM TRADE-MARK PROPERTY OF MAIBEC INC.
© COPYRIGHT - MAIBEC INC. JULY 2023 B2323633A