

# KAYCAN

## VINYL SIDING AND ACCESSORIES LIMITED WARRANTY Lifetime Non-Prorated Limited Warranty 50-year Prorated Limited Warranty for Transferees

### 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 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:

- a) 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;
- b) 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;
- c) 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;
- d) 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;
- e) 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 unevenly 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. Kaycan shall determine whether the siding is suffering from normal weathering. The conclusion shall be based on whether the siding evidences a change in color in excess of 4 Hunter units as calculated according to ASTM D2244;
- f) that this Warranty shall not apply to:
  - 1) surface discoloration or damage due to air pollution or mildew;
  - 2) discoloration or damage caused by exposure to harmful chemicals;
  - 3) damage caused by use of incompatible accessories not manufactured by Kaycan;
- g) that this Warranty shall not apply to siding which has been painted, varnished or similarly coated over the manufacturer's original finish.
- h) that this Warranty shall not apply to warping or distortion resulting from excessive heat sources or exposure to unusual or excessive reflective heat sources.

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. Labor reimbursement expenses are at the sole discretion of Kaycan and will be paid based on rates established by Kaycan.

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 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 province to province. Some provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

This warranty is void if the siding has been painted, varnished or otherwise coated over the original manufacturer's finish by the homeowner or unauthorized company or persons other than the manufacturers.

### 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 shall have no further obligation under this Warranty.

The prorated 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. 3075 Trans-Canada Highway, Pointe-Claire, Quebec H9R 1B4. Such claim shall include a description of the defect, the date of discovery, and the property address where the Product was installed.

Upon reasonable notice, the Owner must allow our agents to enter the property and building on which the Product(s) is installed to inspect such Product(s). Kaycan agent will visit property upon notice and only when deemed necessary as determined solely by Kaycan. When required Owner shall be responsible to submit all documentation and siding samples at Owners expense.

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.

## APPLICATION FOR TRANSFER OF LIMITED WARRANTY of Kaycan Vinyl Siding

This form must be filled in, signed by both the original property owner identified in the Kaycan Vinyl Siding Warranty and the new property owner, and mailed by the new property owner to Kaycan within 30 days of the date of transfer of title.

Original Property Owner \_\_\_\_\_

Property Address \_\_\_\_\_  
(Street) (City) (Province) (Postal Code)

Date of Installation \_\_\_\_\_ Color \_\_\_\_\_

I hereby certify that I transferred title to the property located at the above address on

\_\_\_\_\_ to \_\_\_\_\_ whose signature appears below.

\_\_\_\_\_  
(Signature of Original Property Owner)

I acknowledge that I have read the Kaycan Vinyl Siding Lifetime Limited Warranty and hereby apply for the transfer of the unexpired portion of the Warranty subject to its terms and conditions.

\_\_\_\_\_  
(Date) (Signature of New Property Owner)

DO NOT MAIL THIS CARD WITH REGISTRATION CARD

## REGISTRATION APPLICATION FOR KAYCAN VINYL SIDING LIFETIME LIMITED WARRANTY

This form and warranty are to be filled in and signed by the siding dealer and property owner. Mail only this card to Kaycan Ltd. within 30 days after installation has been completed. Your Lifetime Limited Warranty will be registered but will not be acknowledged unless requested below.

Print Name of Property Owner \_\_\_\_\_

Property Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

I have read and agree to the terms of the Kaycan Vinyl Lifetime Limited Warranty and acknowledge receipt of a copy of the Warranty Certificate at the time of sale.

\_\_\_\_\_  
(Signature of Property Owner) (date)

Print Dealer Company Name \_\_\_\_\_

Dealer Address \_\_\_\_\_  
(Street) (City) (Province) (Postal Code)

This will certify that Kaycan vinyl siding has been installed at the address listed above and that the person(s) whose name(s) appears above is entitled to a Kaycan Vinyl Siding Lifetime Limited Warranty. I have supplied a copy of the Warranty Certificate to the property owner at the time of sale.

Date Installed \_\_\_\_\_ Signature of Dealer \_\_\_\_\_

Remarks: \_\_\_\_\_

Original contract price of product: \_\_\_\_\_

Place  
Postage  
Here

**KAYCAN LIMITED**  
Warranty Department  
3075 Trans-Canada Highway  
Pointe-Claire, Québec  
H9R 1B4

Place  
Postage  
Here

**KAYCAN LIMITED**  
Warranty Department  
3075 Trans-Canada Highway  
Pointe-Claire, Québec  
H9R 1B4

## CONGRATULATIONS !

In choosing Kaycan Vinyl Siding you have ensured that your home will have both excellent protection and a long-lasting beauty.

Kaycan Vinyl is manufactured to the highest standards of quality control in order to ensure a product of lasting durability for your valuable investment.

It is for these reasons that we are so confident in extending our warranty. We are proud of our dealers. We are sure you too will share this pride for many years to come.

Thank you for choosing the best: **Kaycan Vinyl Siding.**

### Care and Maintenance Instructions

1. Wash the siding with an ordinary long-handled car washing brush that fastens to your hose, available at your auto supply store. It lets you wash the siding just like you wash your car.
2. If the dirt is hard to remove, such as soot and grime found in industrial areas, wipe the siding with a solution of:  

1/3 cup powder detergent  
2/3 cup household cleaner  
1 gal. water
3. If mildew is a problem in your area, use the solution above, but substitute 1 quart liquid laundry bleach for 1 quarter water.
4. Where the house is extremely dirty it is recommended that you start washing from the bottom and go to the top rinsing frequently. Cleaning solutions should be permitted to stand on the surface of the siding for several minutes before rinsing.

# KAYCAN

## VINYL SIDING Lifetime Limited Warranty

