



## XCEED SIDING BY VERSATEX™ LIFETIME LIMITED WARRANTY

**Statement of Warranty:** This warranty (“Warranty”) includes the Product Warranty and Color Fade Warranty described below and is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter “Purchaser”), of XCEED Siding by VERSATEX (hereinafter “Products”) manufactured by VERSATEX Building Products, LLC (hereinafter “VERSATEX”). For purposes of this Warranty, a “Residential Purchaser” shall refer to a single-family residential homeowner and a “Commercial Purchaser” shall refer to any Purchaser other than a single-family residential homeowner.

**Product Warranty:** Except as set forth in the exclusions, limitations, and restrictions set forth below, VERSATEX warrants to a Residential Purchaser that for the lifetime of the Products (50 years for a Commercial Purchaser, subject to the proration schedule set forth below), the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the warranty period, and (4) result in rotting, corroding, delaminating, rusting, peeling, flaking, cracking, blistering, splintering, excessively swelling from moisture, or structural damage from termites of the Products.

**Color Fade Warranty:** In addition, except as set forth in the exclusion, limitations, and restrictions set forth below, VERSATEX warrants to a Residential Purchaser that for the lifetime of the Products, the Product’s color will not fade from light and weathering exposure, as measured by a color change of more than four (4) Hunter Lab units.

**Exclusions from Warranty Coverage:** VERSATEX does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product other than the Products, or any Product failure, Product malfunction, or damages attributable to: (1) improper installation of the Products and/or failure to abide by VERSATEX’s installation guidelines, including but not limited to installation without appropriate gapping as defined in the installation guidelines, failure to use recommended nails or screws (fasteners) or placing fasteners in the wrong position on the Products, overdriven or improperly set fasteners, use of sealants or caulks not recommended or required by VERSATEX, use of paints or coatings not recommended, or use of wrong type of nail gun or nail guns not properly set or calibrated; (2) use of the Products beyond normal use, or in an application not recommended by VERSATEX’s installation guidelines and/or local building codes; (3) movement, distortion, deterioration, collapse, or settling of the ground or the supporting structure on which the Products are installed; (4) unevenness or waviness due to undulation in the framing, sheathing, or wall; (5) any act of God (such as hail, flooding, hurricane, earthquake, lightning, etc.) or environmental condition (such as air pollution, mold, mildew, etc.); (6) damage from wind loads beyond the maximum allowed for the Products; (7) normal weathering of surfaces; (8) improper handling, storage, abuse, or neglect of the Products by Purchaser or third parties; (9) fabrication or remanufacturing by third parties; (10) impact of foreign objects such as baseballs, golf balls, rocks, etc.; (11) heat damage caused by low-E glass, fire pits, grills, or foil sheathing; or (12) water intrusion. This Warranty does not apply to any Product that is painted, varnished or otherwise coated over the original Product finish.

While the Product is designed to resist fading, no material is fade-proof when subject to years of exposure to ultraviolet (UV) rays and the elements. This Warranty does not cover ordinary weathering due to exposure to the elements, which is defined to be fading, chalking, or darkening of the surface of the Product due to exposure to natural sunlight and atmospheric conditions that will cause any colored surface to fade or darken. The nature of these conditions are unique to, and may vary depending on, geographic location and other conditions outside of VERSATEX’s control. Ordinary weathering may include shade differences between portions of the Product that are exposed to the sun and portions of the Product that are protected from the sun. VERSATEX shall have sole discretion to determine, based on reasonable criteria, whether VERSATEX Product is suffering from ordinary weathering. In addition, this Warranty does not cover any staining or damage to the Product resulting from pollutants, acid rain, abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust, or other abnormal use items, including, but not limited to, biocides, fungicides, plant foods, or other bactericides.

**Obtaining Warranty Performance:** If Purchaser discovers a defect in any of the Products covered under this Warranty during the applicable warranty period, Purchaser must, within thirty (30) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, submit a claim by contacting VERSATEX in writing, at the following address:

VERSATEX Building Products, LLC  
400 Steel Street  
Aliquippa, PA 15001  
Attn: [warrantyclaims@versatex.com](mailto:warrantyclaims@versatex.com)

Purchaser must include with their claim proof of purchase, a statement explaining the alleged defect, and a photograph of the alleged defective Product. VERSATEX may request additional information. It is a further condition of this warranty that VERSATEX will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect. After reviewing all information, VERSATEX will make a determination regarding the validity of such claim. If VERSATEX determines Purchaser’s claim is valid, VERSATEX will, at its option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation), subject to the proration schedule included herein for Commercial Purchasers and Subsequent Owners (as defined below).

VERSATEX will not be liable for labor and/or removal/disposal costs connected with the claim. VERSATEX reserves the right to discontinue or modify the Products covered under this warranty at any time without notice. Replacement product will be provided as close to the original color, design, and quality as the replaced material as possible, but VERSATEX does not guarantee an exact match as colors and design may change and Products may be discontinued. although it is not guaranteed to match completely. In the event of replacement, the original warranty shall apply to the replaced portion of the Products and will extend for the balance of the warranty period in effect at the time the material proved defective.

**Transfer of Warranty:** This Warranty may be transferred one (1) to a subsequent owner of the property upon which the Products were originally installed (the “Subsequent Owner”) provided that VERSATEX is notified in writing of the transfer within 45 days of the date of the real estate title transfer. The Subsequent Owner’s Product Warranty will be a fifty (50) year warranty and the Subsequent Owner’s Color Fade Warranty will be for a period up to ten (10) years from the original date of Product purchase, each subject to the proration schedules below.

**Proration:** If a Subsequent Owner or a Commercial Purchaser makes a valid warranty claim hereunder, then the Subsequent Owner’s or Commercial Purchaser’s (as applicable)’s recovery will be prorated as indicated below. If VERSATEX is providing replacement materials, it may elect to replace the percentage listed below of Products otherwise meeting the requirements for a claim; if VERSATEX is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of Products otherwise meeting the requirements for a claim.

<b>Years after Purchase</b>	<b>Product Warranty Claim Recovery (Subsequent Owners and Commercial Purchasers)</b>	<b>Color Fade Warranty Coverage (Subsequent Owners)</b>
0-1	100%	100%
2	100%	90%
3	100%	80%
4	100%	70%
5	100%	60%
6	60%	50%
7	50%	40%
8	40%	30%
9	30%	20%
10	20%	10%
11-50	10%	N/A

**Limitations:** VERSATEX does not recommend the Products for all end use applications. Purchaser is solely responsible for determining the effectiveness, fitness, suitability, and safety of the Products in connection with their use in any particular application. The Product Warranty is valid for single-family, residential applications only. For all other applications, including commercial use, the Product Warranty shall be limited to a period of twenty (20) years.

THE WARRANTY STATEMENTS CONTAINED IN THIS WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY VERSATEX AND ARE IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF VERSATEX AND THE PURCHASER/PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN PARTICULAR, IN NO EVENT SHALL VERSATEX BE LIABLE TO THE PURCHASER/PROPERTY OWNER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE PRODUCTS OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. VERSATEX’S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE

The laws of some states and provinces do not allow the exclusion, limitation, or variation of certain conditions or warranties implied by legislation so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

**Miscellaneous:** This writing is understood and intended to be the final expression of the parties’ agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Warranty. This Warranty may not be altered or amended except in a written instrument signed by VERSATEX and Purchaser or Subsequent Owner. No agent, employee, or any other party is authorized to make any warranty in addition to that made herein and VERSATEX shall not be bound by any such statements other than those contained in this Warranty.