Prorated 10-Year Substrate Limited Warranty
Prorated 10-Year Finish Limited Warranty

Maibec CanExel™ Engineered Siding

WARRANTY APPLICABLE IN EUROPE TO PRODUCTS SOLD THROUGH AUTHORIZED MAIBEC CANEXEL DISTRIBUTORS.

Maibec CanExel, S.E.C. provides a prorated 10-year limited substrate warranty and a 10-year limited finish warranty on its Canexel™ siding products. **No warranty is provided for Products used in Belgium, the Netherlands or Luxembourg.** The Substrate Warranty described below, applies to pre-finished siding (the "Product" or the "Products") manufactured by Maibec CanExel, S.E.C, East River Nova Scotia.

1. PARTICULARS OF 10-YEAR SUBSTRATE LIMITED WARRANTY AND REMEDY

Maibec CanExel warrants that the Product substrate will remain free from buckling for a period of 10 years from the date installation is completed, when the Product(s) has been stored, handled, installed, and maintained in accordance with Maibec CanExel application, finishing and maintenance instructions in effect at the time of installation.

Buckling is defined as being 6.5 mm or more out of plane over a distance no greater than 400 mm oc between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling.

If the Product substrate does not perform as warranted, Maibec CanExel will:

A. if performance failure occurs during the **first 5 years** after installation, pay the cost (as established by an independent construction cost estimator, such as R. S. Means, for up to 200% of the initial purchase price) to repair or replace (including Product removal and installation charges) the Product;

B. if performance failure occurs during the **6th through 10th years** after installation, pay the cost to repair or replace the Product (excluding fees related to labor for product change or installation), less an annual pro rata reduction of 20% such that after the 10th year the amount payable under this warranty will be zero, for up to 200% of the initial purchase price.

Whether the substrate will be repaired or replaced is at Maibec CanExel's sole option.

2. PARTICULARS OF 10-YEAR FINISH LIMITED WARRANTY AND REMEDY

The Prefinished Product's finish will remain free from chipping and peeling for a period of 10 years from the date of installation, with the limitations and particulars as described below. If the Product finish does not perform as warranted, Maibec CanExel will:

A. if performance failure occurs during the **first 5 years** after installation, pay the cost (as established by an independent construction cost estimator, such as R.S. Means, for up to 200% of the initial purchase price) to (i) touch-up or repaint, or (ii) replace the Product (including Product removal and installation charges). Maibec CanExel has the sole right to choose whether the finish will be repaired or replaced.

B. if performance failure occurs during the **6th through 10th years** after installation, pay the cost (as established by an independent construction cost estimator, such as R.S. Means) to touch-up or repaint on a prorated basis over the rest of the original 10 year warranty period, declining at a rate of 20% per year from the 6th to the 10th years, for up to 200% of the initial purchase price. The amount payable under this warranty after the 10th year is zero.

Touch-up or repainting will be done with one coat of solid color heavy bodied paint. The Product is not warranted against color fading.

3. EXCLUSION OF ALL OTHER WARRANTIES AND REMEDIES

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR TRADE USAGE, ARE EXPRESSLY DISCLAIMED. THIS DISCLAIMER DOES NOT APPLY TO WARRANTIES THAT CANNOT LAWFULLY BE DISCLAIMED. IN THAT CASE, WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THE REMEDIES PROVIDED ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF WARRANTY OR OTHER CLAIM AGAINST MAIBEC CANEXEL IN CONNECTION WITH THE PRODUCT. MAIBEC CANEXEL IS NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY NON-CONFORMITY OF THE PRODUCT OR OTHER CLAIM IN CONNECTION WITH THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY OR LOST PROFITS.

4. EXCLUSIONS FROM WARRANTY COVERAGE

This limited warranty does not cover or provide a remedy for damage that results from:

A. misuse or improper storage, handling, finish, or installation of the Product, including, but not limited to failure to install the CanExel lap siding as required in Section 1;

B. alterations to the structure on which the Product is installed after its installation or improper maintenance of the Product after installation;

C. acts of God, such as hurricane, tornado, hail, earthquake, flood, fire, insect infestation, or other similar cause beyond the control of Maibec CanExel;

D. design, application or construction of the wall system and/or structure on which the Product(s) are installed including but not limited to any damage or condition arising from the use of foam sheathing.

E. transport, storage or handling of the Product prior to installation;

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F. failure to install, finish, or maintain Product in strict accordance with applicable Maibec CanExel instructions;

G. swelling and/or edge checking, as this normally occurs in all wood products as they expand and contract in response to changes in climactic conditions;

H. this limited warranty does not apply to or provide any remedy for Product installed on a structure located in either Belgium, the Netherlands or Luxembourg.

5. BENEFICIARIES OF WARRANTY AND RESPONSIBILITY OF PURCHASER OR HOMEOWNER

This limited warranty is made to each purchaser in the sales chain for particular Product, ending with the first homeowner who has the Product installed on a structure. The warranty is not transferable to purchasers of the structure on which it is installed unless that purchaser is the first homeowner to own the structure.

COMPLIANCE WITH EACH OF THE FOLLOWING IS A CONDITION TO MAIBEC CANEXEL'S OBLIGATIONS UNDER THIS WARRANTY. ANY FAILURE TO COMPLY VOIDS ANY RIGHTS HOMEOWNER OR PURCHASER MAY HAVE AGAINST MAIBEC CANEXEL:

A. a party seeking remedies under this warranty must notify Maibec CanExel, at the number listed below, within 90 days after discovering a possible non-conformity of the Product, and before beginning any permanent repair. Notice should include the date on which the Product installation was completed. It is the responsibility of the person claiming under the warranty to establish the date of Product installation.

B. Maibec CanExel must be given 90 days after warranty claim notification to inspect the affected Product. On reasonable notice, Maibec CanExel's agents must be allowed access to enter the structure on which the Product is installed and to inspect the Product and related construction details. Payment on any warranty claim will be made only after inspection and verification.

6. DISPUTE RESOLUTION; GOVERNING LAW; LEGAL RIGHTS

Any dispute with Maibec CanExel in connection with purchased Product, in particular with respect to this warranty or any claim of Product nonconformity, shall be resolved exclusively by final and binding arbitration (i) before a tribunal appointed by (i) a recognized arbitral institution operating in the country where the affected Product is installed (or, if it has not yet been installed, where the Product is located at the time the claim is made), if the parties agree on the appointing institution, or (ii) the International Chamber of Commerce, if the parties are unable to agree on an appointing institution. The award of the tribunal shall be enforceable in any court having jurisdiction.

Any dispute in connection with purchased Product, in particular with respect to this warranty or any claim of Product nonconformity, shall be governed by the law of the country where the Product is installed, or, if not yet installed, where the Product is located at the time the claim is made, without reference to that country's principles of conflict of laws.

This limited warranty gives you specific legal rights. In some countries, some of the limitations placed on this warranty may not be applicable, and you may also have other rights which vary from country to country.

For further information, please contact Maibec CanExel.

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