

## Duracolor™ IM Exterior Finish 30 Year Limited Warranty

30 YEAR LIMITED 15 YEAR LABOR LIMITED WARRANTY FOR PRE-FINISHED FACTORY APPLICATION Limited Warranty: When PPG IM Exterior Finish (the "Product") is applied to LP® SmartSide® siding and trim by Quality Wood Priming Corp. ("Quality") to specified sides\* of clean, dry and properly primed siding and trim substrate, Quality warrants to the Home Owner named below (the "Original Owner") for a period of thirty (30) years from the date of installation of the siding (the "Installation Date"), that under normal exposure\*\* conditions and subject to the terms, conditions, exclusions and limitations of this Limited Warranty, this Product is:

-PEEL AND FLAKE RESISTANT: Finish coat will not peel or flake from a properly prepared substrate.

-WASHABLE: Dirt can be removed without damaging the finish.

-RESISTANT TO CHALK WASHDOWN: Will not cause chalk stains on brick or other surfaces below coating. -RESISTANT TO EXCESSIVE FADE \*\*: Color will not change in excess of THREE (3) Hunter Delta E units over the first ten

(10) years of the Limited Warranty Period or SIX (6) Hunter Delta E units over the remainder of the Warranty Period, using ASTM D2244-85 measured on the exposed painted surfaces which have been cleaned of external deposits and chalk.

\* The five exposed sides of LP® SmartSide® siding and trim with primer overlay

\*\* It is understood that fading or color changes may not be uniform if the surface is not equally exposed to the sun and elements.

## **Limited Warranty Remedies**

IN THE EVENT THE PRODUCT FAILS TO CONFORM TO THIS LIMITED WARRANTY, QUALITY, AS ITS SOLE LIABILITY AND IN LIEU OF ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WILL, AT QUALITY'S OPTION, FURNISH SUFFICIENT REPLACEMENT COATINGS TO REPAIR THE AFFECTED SIDING ONLY OR REFUND THE PURCHASE PRICE OF THE ORIGINALLY INSTALLED COATING DETERMINED BY QUALITY TO BE IN NON-CONFORMITY. LABOR OR COSTS OF LABOR FOR THE REMOVAL OF ANY PRODUCT OR THE APPLICATION OF ANY REPLACEMENT COATING IS SPECIFICALLY OUTLINED UNDER "LABOR AND COSTS OF LABOR" BELOW. LABOR OR COSTS OF LABOR AND ANY OTHER EXPENSES, SUCH AS FOR ACCESSORIES (building paper fasteners, caulking, etc.) OTHER THAN AS SPECIFICALLY OUTLINED BELOW ARE SPECIFICALLY EXCLUDED. Quality's obligations under this Limited Warranty shall in no event exceed the purchase price of the original Product associated with the specific job which gives rise to a claim under this Limited Warranty. Any replacement product provided in response to a warranty claim shall be warranted only for the balance of the Warranty Period under this Limited Warranty. As consideration for any refund or material replacement pursuant to this Limited Warranty any such refund or material replacement shall constitute a full settlement and release of all claims of the Original Owner for damages or other relief and shall be a complete bar to any litigation filed subsequently to the Original Owner's acceptance of such refund or material replacement. Labor and Costs of Labor

If, during the Warranty Period, all or a portion of the Product is determined by Quality in its sole discretion to have a warrantable defect directly related to application by Quality (such defective portion of the Product, the "affected product"), Quality shall:

- a) Prior to installation, replace only the affected product;
- b) During the first seven (7) years following installation, at the sole discretion of Quality, reimburse the Original Owner for the paint and reasonable labor costs required to repair only the affected product;
- c) During the 8th year following installation through the end of the 15th year following installation, reimburse the Original Owner for the paint and reasonable labor costs required to repair only the affected product as follows: commencing on the first day of the 8th year following installation and continuing on the first day of each year thereafter, Quality's obligation to reimburse the Original Owner for reasonable labor costs under the Limited Warranty will be reduced by 11.11% each year such that after the 15th year, Quality will have no further obligation to reimburse the Original Owner for reasonable labor costs, and
- d) During the 16th year following installation through the end of the 30th year following installation, reimburse the Original Owner for the paint required to repair only the affected product. During such period, Quality will have no obligation to reimburse any labor costs or expenses incurred to repair the affected product.

Only those affected areas which are validated by Quality to have a warrantable defect will be covered under this Limited Warranty. Quality's obligations under this Limited Warranty, including reimbursement for paint and reasonable labor costs shall in no event exceed the purchase price of the original Product associated with the specific job which gives rise to a claim under this Limited Warranty. For cost of labor as outlined in b) and c) above, Quality will only be responsible for reimbursing the Original Owner for reasonable labor costs incurred to repair the affected product up to a maximum labor rate of \$1.25 U.S. per square foot based on the two dimensional affected surface area.

## Duracolor™ IM Exterior Finish 30 Year Limited Warranty (Continued)

In order for this Limited Warranty to be operative, (a) the Original Owner must have applied the Product in accordance with the specifications described above and (b) all cut ends of the siding must be field-coated during siding installation using the same Quality coating system applied to the rest of the board, unless an alternative system is specifically approved by Quality, in writing and (b) the Product must be stored, handled and installed according to the factory finish installation instructions and LP® SmartSide® installation instructions. ANY FAILURE TO COMPLY WITH THE FOREGOING SHALL CAUSE THIS LIMITED WARRANTY TO BE NULL AND VOID. Any coating or coated product where the Product is found to be unsatisfactory, prior to application or installation, for any reason, MUST NOT be applied or installed and should be returned to the manufacturer for replacement product. Quality will have no responsibility under this Limited Warranty if non-conforming Product is knowingly installed. This Limited Warranty does not apply to damage or failure caused by excessive warping, cupping, splitting, cracking, and shrinkage of the siding or trim material (as defined by industry standards), breakdown of the underlying substrate, failure or breakdown of the primer overlay; falling objects; faulty or improper storage, handling, and installation; lack of proper maintenance; accidental damage; structural defects; fire, lightning, hurricane, tornado, windstorm, earthquake, hail, acts of war or explosions or other acts of God; harmful chemicals (including harmful cleaning compounds), surface deterioration due to air pollution or abnormal weather conditions; misuse; abuse; vandalism; mildew accumulation; scratching; abrading or misuse/abuse of the prefinished product after application and other such similar or dissimilar occurrences beyond Quality's control. EXTRACTIVE AND TANNIN BLEEDING, EXUDATION, MOLD, MILDEW, EFFLORESCENCE, CRACKING, AND APPEARANCE ARE NOT WARRANTABLE DEFECTS AND ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. QUALITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES. UNDER STATUTE OR ARISING OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. THIS LIMITED WARRANTY SUPERSEDES ALL PRIOR AGREEMENTS, REPRESENTATIONS AND/OR UNDERSTANDINGS REGARDING THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION. ANY STATEMENTS OF DEALERS, AGENTS, DISTRIBUTORS, SALESPERSONS CONTRACTORS OR OTHER PERSONS, WARRANTIES SET FORTH IN PRODUCT LITERATURE, LABELS OR PRODUCT CONTAINERS.

THIS LIMITED WARRANTY IS EXTENDED SOLELY TO THE ORIGINAL OWNER AND IS NON-TRANSFERABLE AND NON-ASSIGNABLE. No dealer, agent, distributors, customers, salesman, contractor, agent or other person is authorized to make any claim, statement or representation with respect to the Products other than as contained in this Limited Warranty, or to make any claim, represent, or imply that this Limited Warranty extends to or is available to anyone other than the Original Owner. The Original Owner shall not make any claim or representation or imply that this Limited Warranty extends to or is available to anyone other than the Original Owner. Upon discovery of a possible defect or failure, a claim must be filed immediately, and under no circumstances more than thirty (30) days after discovery. This Warranty is void if: (a) The Product is used on a commercial structure; (b) The Product has: (i) been damaged due to accident, neglect, fire, misuse, flood, lightning, shipping and handling, or other condition beyond the control of Quality, (ii) has been altered in any way, or (iii) has been improperly installed or used, or (c) Homeowner does not strictly comply with the responsibilities set forth herein.

This Limited Warranty is effective March 1, 2018 and supersedes all previously published Quality warranties for the Products. To make a claim under this Limited Warranty, contact the Plant Manager, Quality Wood Priming Corp., 34 Dunklee Rd, Bow NH 03304. You must supply proof that the defective coating is PPG Duracolor IM Exterior Finish and the date of its purchase. In addition, you must complete the form below and mail this Warranty to Quality. You must obtain and/or allow access to the structure where the warranted product is installed in order to permit PPG and/or Quality representatives to inspect and take samples and photographs for investigation of any claim.

## To be completed by Homeowner and Returned to Plant Manager, Quality Wood Priming Corp., 34 Dunklee Rd, Bow NH 03304:

Name:	
Address:	
Job Number:	
Product Codes:	
Batch Numbers:	
Gallons Used:	Number of Coats:
Color:	Date Applied: