

# 5 Year Limited Warranty Semi-Transparent or Semi-Solid Factory Finish

Michigan PreStain warrants that, under normal exposure conditions and subject to the terms, conditions, exclusions and limitations of this limited warranty that for a period of 5 Years our semi-transparent or semi-solid factory applied finish will:

- NOT crack
- NOT peel
- NOT blister

If within the warranty period, measured from the date of installation, and upon notification and validation of the claim by Michigan PreStain, Michigan PreStain confirms the product has failed in any of the above ways due to normal exposure, Michigan PreStain at its option, will fully compensate the homeowner for the coating required to repair the siding involved, or provide the replacement coating for repairs at no cost to the homeowner(s). Only those affected areas validated by Michigan PreStain will be covered. This non-prorated warranty is for coating only, and does not include labor or cost of labor for the application of the product or installation of the siding/trim. Any costs and expenses beyond Michigan PreStain's above-stated liability shall be the responsibility of the owner(s). As consideration for any replacement coating pursuant to this Limited Warranty and such replacement coating constitutes a full settlement and release of all claims for damages or other relief, and shall be a complete bar to any litigation filed subsequently to Michigan PreStain's acceptance of such replacement coating.

ANY FAILURE TO COMPLY WITH OUR MATERIAL INSTALLATION GUIDES AND MICHIGAN PRESTAIN FACTORY FINISHED INSTALLATION INSTRUCTIONS SHALL CAUSE THIS LIMITED WARRANTY TO BE NULL AND VOID. APPLY COATING TO ALL CUTS.

**TERMS AND CONDITIONS:** Michigan PreStain's 5 Year Limited Warranty Semi-Transparent or Semi-Solid factory finish (hereafter referred to as "Warranty") contained herein is in effect for 5 years from date of siding/trim installation and is subject to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this document. This Warranty remains in effect for the owner(s) of the property to which the siding was originally applied. This Warranty is transferable by the original property owners to a first transferee. In the event of a Warranty claim, the Warranty period shall not be longer than 5 years from the date of original siding/trim installation.

**Any product found to be unsatisfactory prior to installation should not be installed.** The warrantor will not be responsible in any way for labor or material if defective or unacceptable product is installed. The Warrantor shall not be liable for any consequential or special damages, or for other expenses such as accessories (building paper, sheathing, fasteners, caulking, etc.) which may arise in connection with this Warranty. This Warranty does not cover cracking, peeling, or blistering which may result due to inadequate ventilation, inadequate gutter system, or improper construction techniques. This Warranty does not apply to damage

or failure caused by falling objects; faulty or improper storage and installation; lack of proper maintenance; accidental damage; structural defects; fire, lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God; harmful chemicals (including harmful cleaning compounds); surface deterioration due to air pollution; misuse; abuse; vandalism; mildew accumulation; scratching, abrading or misuse/abuse of the factory finished product before or after installation. Depending upon exposure or wear, evaluate recoating needs every 3-4 years.

**EXTRACTIVE BLEEDING, MILDEW AND COLOR APPEARANCE ARE NOT MANUFACTURING DEFECTS AND ARE NOT COVERED BY THIS WARRANTY.**

Except as otherwise provided in this Warranty, THIS WARRANTY EXCLUDES ANY AND ALL DAMAGES, AND MICHIGAN PRESTAIN SHALL HAVE NO LIABILITY FOR PAYING INCIDENTAL OR CONSEQUENTIAL DAMAGES. Such damages include, but are not limited to, costs associated with the delivery or application of the materials or repairs to the underlying structure, inconvenience, and the cost of repairing or replacing other property which is damaged because of any defect in the materials. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If applicable state law does not permit disclaimer of the implied warranty that the product is fit for ordinary use, then, to the extent consistent with state law, that implied warranty is limited to One (1) year. No dealer, distributor, agent, representative of Michigan PreStain or other person is authorized to make any representation or a promise of warranty concerning Michigan PreStain products on behalf of the company except to refer the purchaser to this Warranty.

**CLAIM PROCEDURE:** Upon discovery of a possible defect or failure, a claim must be filed immediately, and under no circumstances more than 30 days after discovery. The covered person will provide proof that the defective siding was produced by Michigan PreStain and the date of its purchase. In addition the covered person will provide photos and samples of the warranted product upon request, and allow a representative of Michigan PreStain or their agents to enter the property and structure where the product is installed. Please call or write Michigan PreStain to file a claim.

**This Limited Warranty is effective July 1, 2015 and supersedes previously published Michigan PreStain 5 Year Limited Warranty Semi-Transparent or Semi-Solid Factory Finish Warranties.**

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