



NuCedar Mills[®]

finely crafted exteriors

1-866-393-8883

Material and Finish Warranties

1. LIMITED LIFETIME WARRANTY COVERAGE - MATERIAL: NuCedar Mills, Inc. ("NuCedar") warrants for each "Covered Person" for installation within the U.S., Canada and Puerto Rico, that when manufactured, NuCedar Classic Clapboard® siding and trim products (the "Product") shall be free from defects in material and manufacture during the period which the Covered Person owns the structure on which the Product is originally installed (the "Warranty Period"). For purposes of this Warranty, a Covered Person shall include the purchaser of the Product and/or the owner (the "Owner") of the structure to which the Product is applied.

If used for its intended purpose, and if it is properly installed and maintained according to NuCedar's published installation instructions, the Product (a) will not crack, rot or delaminate, (b) will not sustain a flame, and (c) will resist damage caused by hail and/or termite attacks.

A. WARRANTY FOR HOUSEHOLD USE: If, during the Warranty Period, any Product used on houses owned by individual owners proves to be defective, NuCedar, in its sole discretion, (a) if the Product has not yet been installed, NuCedar shall replace defective Product; (b) if the product is already installed, NuCedar will pay to repair, replace or coat, at its option, any defective material.

In addition, if the product is defective during the first year of ownership, NuCedar, in its sole discretion, will either: (a) reimburse the Covered Person for actual losses, with reimbursement limited to twice the retail cost of the defective portion OR (b) Provide replacement product and pay for labor charges in connection with removal and reinstallation of the Product (with such labor charges not to exceed \$1.00 per square foot).

If the product is defective during the remainder of the Warranty Period, NuCedar, in its sole discretion, will either: (a) offer replacement Product for the defective portion of the product OR (b) reimburse the Covered Person the retail cost of the defective portion of the product. If the original retail cost cannot be established by the covered person, the cost shall be determined by NuCedar in its sole and reasonable discretion.

NuCedar's replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect. After the first year, NuCedar will not refund or pay any costs in connection with labor or accessory materials.

The lifetime coverage offered by this material warranty automatically ends upon sale of the property or death of the last of the original owners of the property at the time of installation.

B. NON-HOUSEHOLD USE: The lifetime coverage offered by this material warranty is designed to cover individual homeowners only. In the case of NuCedar siding or trim purchased by, or installed upon, property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences (a "Non-Household Use"), the Warranty Period will be 50 years following the installation of the Product.

During the 2nd through the 50th year of the Warranty Period, NuCedar will reimburse the Covered Person for the original retail cost of the Product, but the payment shall be reduced by 2% each year such that after the 50th year the Covered Person shall not be entitled to any warranty payment. After the first year of the Warranty Period, NuCedar will not refund or pay any costs in connection with labor or accessory materials. If the original retail cost cannot be established by the Covered

Person, the cost shall be determined by NuCedar in its sole and reasonable discretion. NuCedar's replacement of the defective Product or granting of a refund SHALL BE THE SOLE EXCLUSIVE REMEDY available to the Covered Person with respect to any defect.

2. LIMITED WARRANTY COVERAGE - FINISH:

A. WARRANTY FOR HOUSEHOLD USE: NuCedar Mills, Inc. ("NuCedar") warrants (for installation within the U.S., Canada and Puerto Rico) to each Covered Person that the Product is free from defects in finish. When used for its intended purpose, properly installed and maintained according to NuCedar's published installation instructions, the "Product", during the period which the Covered Person owns the structure on which the Product is originally installed (the "Warranty Period"): (a) will not chip (b) will not peel, and (c) will not crack. NuCedar, as its sole liability and in lieu of any direct, indirect or consequential damages will, during the first year, reimburse the Covered Person for reasonable fees for paint and labor (labor amount not to exceed \$1.00 per square foot). If the product is defective during the remainder of the Warranty Period, NuCedar, in its sole discretion, will supply replacement coatings to the purchaser in a quantity that is sufficient to repair the chipping, cracking, or peeling.

The lifetime coverage offered by this finish warranty automatically ends upon sale of the property or death of the last of the original owners of the property at the time of installation.

B. NON-HOUSEHOLD USE: The lifetime coverage offered by this material warranty is designed to cover individual homeowners only. In the case of NuCedar siding or trim purchased by, or installed upon, property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences (a "Non-Household Use"), the Warranty Period will be 15 years following the installation of the Product. NuCedar, as its sole liability and in lieu of any direct, indirect, or consequential damages will, during the first year, reimburse the Covered Person for reasonable fees for paint and labor (labor amount not to exceed \$1.00 per square foot).

If the product is defective during the remainder of the Warranty Period, NuCedar, in its sole discretion, will supply replacement coatings to the purchaser in a quantity that is sufficient to repair the chipping, cracking, or peeling. During the 2nd through the 15th year of the Warranty Period, NuCedar, will supply replacement coatings to the purchaser in a quantity that is sufficient to repair the chipping, cracking, or peeling.

3. CONDITIONS OF WARRANTY: NuCedar's liability hereunder to the Covered Person shall be subject to the following terms and conditions:

- A. The claimant must provide proof that he/she is a Covered Person.
- B. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation.
- C. The Product must be installed according to NuCedar's printed installation instructions and all applicable building codes. Failure install the Product per the manufacturer's published instructions may affect the Product performance and voids the Warranty.
- D. The Covered Person must provide written notice to NuCedar Mills, Inc. within 30 days after discovery of any claimed defect failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for NuCedar to investigate the claim. Photos of the Product, showing the defect failure are not only helpful, but also must accompany the notice, when appropriate.
- E. Upon discovery of a possible defect or failure, the Covered Person must immediately, and at the Covered Person's own expense, provide

for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the Covered Person must allow NuCedar or NuCedar's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

F. **Exclusions.** This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions of this Warranty); (b) neglect; (c) abuse; (d) misuse; (e) repair or alternation; (f) settlement or structural movement and/or movement of materials to which the Product is attached; (g) damage from incorrect design of the structure; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) efflorescence or performance of any paints and/or coatings which are not NuCedar and/or NuCedar affiliated applied; (k) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; (m) any cause other than manufacturing defects attributable to NuCedar.

4. DISCLAIMER: The statements in this Warranty constitute the only warranty extended by NuCedar for the product. NUCEDAR DISCLAIMS ALL OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT WILL NUCEDAR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

6. MODIFICATIONS AND ALTERATIONS OF PRODUCT: NuCedar shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

7. SETTLEMENT OF CLAIM: Any refund or material replacement by NuCedar pursuant to the terms hereof shall constitute a full settlement and release of all claims of any Covered Person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the Covered Person's acceptance of such an agreement.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS: NuCedar reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

NuCedar Classic Clapboard® and Trimboard Products Care & Maintenance Tips

- 🔧 **Cleaning** - NuCedar products can be safely cleaned using a cloth and a mixture of water and mild detergent or a mild household cleaner. NuCedar can also be lightly powerwashed to remove dust or debris.
- 🔧 **Patching** - Should dents, chips or cracks occur due to neglect, abuse or any of the exclusions mentioned in section F above, they can be filled using Fiber Glass Body Filler (shorthair). Prior to repainting, make sure that the surface area is properly cleaned and sanded. Repaint using the NuCedar edge coater paint provided or a color-matched 100% acrylic latex paint from a nationally recognized paint manufacturer.
- 🔧 **Mold/Mildew** - Remove using a mild commercial mold/mildew remover.
- 🔧 **Paint Maintenance** - The finish on NuCedar products is warranted against chipping, cracking or peeling (see published warranty). Should an area of paint become damaged due to neglect, abuse, or any of the exclusions mentioned in section F above, remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly cleaned and sanded. Repaint using the NuCedar touch-up paint provided or a color-matched 100% acrylic latex paint from a nationally recognized paint manufacturer.
- 🔧 **Product Replacement** - Replacement of one or more pieces of NuCedar Classic Clapboard™ or Trim products should be done in accordance with NuCedar Mills' written installation instructions.

Call NuCedar Mills at 1-866-393-8883 to obtain written installation instructions or for more detailed technical information.



COMPLETE AND SAVE FOR YOUR OWN RECORDS

Classic Clapboard® & Trim Products

Name of Owner _____

Installation Address _____

Name of Installing Contractor _____

Date Installed _____ Phone # _____

NuCedar Mills, Inc. 1000 Sheridan Street, Chicopee, MA 01022