

ProVia shall be allowed a reasonable opportunity and time to investigate the claim and to inspect the siding and/ or soffit for defects before repairs are begun. You may be requested to allow photos and/or samples to be taken, at ProVia's option, in connection with this investigation. If your siding and/or soffit contains manufacturing defects covered by this warranty, ProVia will, at its option, repair or replace the vinyl siding and/or soffit determined to be defective in accordance with the terms of this warranty, or, in lieu of repair or replacement, ProVia may refund the actual purchase price of the products determined to be defective. ProVia may direct and pay a company, dealer, contractor, applicator or distributor to perform any remedy under this warranty on ProVia's behalf. The warranty period shall not be extended by any repair, replacement, or refund settlements on defective or hail damaged siding, soffit or accessories. Due to normal weathering, replacement siding and/or soffit may vary in color and gloss from products originally installed. Such variances are not defects and ProVia is not liable for such variances.

## G. GENERAL PROVISIONS

PROVIA RESERVES THE RIGHT TO DISCONTINUE OR MAKE CHANGES IN ANY OF ITS PRODUCTS. IF THE PRODUCTS COVERED BY THIS WARRANTY ARE NOT AVAILABLE, PROVIA SHALL HAVE THE RIGHT TO SUBSTITUTE A PRODUCT THAT IN PROVIA'S SOLE DISCRETION IS OF EQUAL QUALITY OR VALUE.

PROVIA MAKES NO EXPRESS WARRANTIES EXCEPT AS HEREIN STATED AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE BREACH OF ANY WARRANTIES SET FORTH HEREIN OR WITH RESPECT TO THE SIDING AND SOFFIT PRODUCTS COVERED BY THIS WARRANTY, THE EXTENT OF ITS LIABILITY AND THE OWNER'S EXCLUSIVE REMEDY BEING LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH HEREIN. NO REPRESENTATIVE OF PROVIA OR ANY DISTRIBUTOR, DEALER OR CONTRACTOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS OR CHANGE TO THIS WARRANTY.

Some states do not allow the exclusion or limitations to incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may have other rights which vary from state to state.



Doors • Windows • Siding • Stone provia.com

© 2019 ProVia H-MK-20050-19



# PROVIA'S LIFETIME LIMITED WARRANTY

Original Owner's Limited Non-Prorated Warranty

Labor and Material – Non-Prorated – Hail Damage Protection – No Service Charges
Transferable (50 Years Proratable Upon Transfer)

#### A. ORIGINAL OWNER'S LIFETIME PLUS LIMITED WARRANTY

ProVia LLC, hereafter refered to as ProVia, warrants exclusively to the original purchaser of our Super Polymer Vinyl Siding and/or Soffit for as long as the original purchaser is living and is the owner of the property to which our products were applied, that the ProVia vinyl siding and/or soffit applied to that property will not peel, rot, blister, rust, flake, chip, crack, corrode or be consumed by termites solely as a result of defects in material or manufacturing or exposure to ocean air (salt spray).

Additionally, ProVia also warrants, exclusively to the original owner only and for as long as he/she is living and is the owner of the property to which ProVia products are applied, that its Super Polymer Vinyl Siding and/or Soffit will not fade, other than as may result from normal weathering or can be expected to occur from exposure to exterior elements. For the added, special color-keeper anti-fade protection purposes of this limited warranty, "fade" or "fading" is defined as a loss of color, after cleaning with the recommended solution, of more than four (4) standard color units as measured by a recognized industry-approved color meter.

Should any of these defects occur during the lifetime of the original purchaser while he or she is the owner of the property to which the ProVia vinyl siding and/or soffit product(s) were applied, and provided that the terms and conditions of this warranty are met and the claim is properly reported as stated below, ProVia will, at its option, repair or replace, at no cost to the original homeowner, the siding and/or soffit determined to be defective, in accordance with the terms and conditions of this warranty. In lieu of repair or replacement, ProVia reserves the right in its sole discretion to refund the actual purchase price of the products determined to be defective.

#### B. REGISTRATION AND TRANSFER OF WARRANTY

The attached warranty registration card should be completed, signed by the original purchaser and installing contractor, and returned to ProVia, after completion of installation of the products.

This warranty, except for the added, special color-keeper anti-fade protection discussed in Section A, and the special energy-savings warranty discussed in Section E, is transferable by the original owner to subsequent owners of the property on a prorated basis, provided ProVia receives written notice from the transferee of the transfer of the property within thirty (30) days from the date of real estate title transfer. This notice should include the address of the property being transferred, name of the original owner, name and address of the transferred, and date of transfer. Failure to so notify ProVia of the transfer will relieve it of any further obligation under this warranty, notice to ProVia being a condition precedent to transfer of this warranty. In the event of transfer of the property and this warranty as hereinabove provided, the warranty period shall extend only for fifty (50) years from the original date of installation of our ProVia vinyl siding, soffit and accessories and shall be prorated as set forth herein. During the first five years after the date of original installation of the products, ProVia will, at its option, repair or replace the vinyl siding and/or soffit determined to be defective in accordance with the terms and conditions of this warranty at no cost to the transferee owner or, in lieu of repair or replacement, at its discretion, ProVia may refund the actual purchase price of the products determined to be defective. During the sixth year after the date of the original installation of our products, ProVia will bear ninety percent (90%) of the labor and material costs for replacing or repairing the products in accordance with the terms and conditions of this warranty. Thereafter, during the seventh and each subsequent year through the twelfth year after the date of original installation of the products, ProVia's share of the total labor and material costs for replacing or repairing the product will decrease by ten (10) percentage points each year. For example, ProVia shall bear eighty percent (80%) of the labor and material costs during the seventh year, sixty percent (60%) during the ninth year and thirty (30%) during the twelfth year. During the thirteenth and fourteenth years after date of original installation, ProVia's obligation will be twenty percent (20%) of the labor and material costs. During the fifteenth year after the original installation date, ProVia's share will decrease to ten percent (10%) of the labor and material costs and shall remain at that rate for the remaining thirty-five (35) years of the fifty year limited warranty period. The warranty period shall not be extended by any such repairs or replacement.

#### CONDITIONS NOT COVERED BY THIS WARRANTY

Except for the hail damage warranty and the energy-savings warranty described below, this warranty covers only the specified damages arising solely from defects in the material or manufacture of ProVia's vinyl siding, soffit and accessories and only if such damages occur under normal use and service. It does not cover, and ProVia is not liable for, conditions or failure of or damage to such products resulting from faulty or improper installation, settlement of the structure on which the products are installed or shifting of structural members or adjoining surfaces, failure of the structure (including foundations and walls), accidental damage or negligence,

Number of Years from Date of Original Installation to Date of Claim	Percentage of Coverage Originally Installed Products Found to be Defective for Which ProVia Will Be Responsible
During the original purchaser's Ownership of the Property	100%
Subsequent owners and others covered by a 50-year prorated warranty:	
0-5	100%
more than 5 but less than 7	90%
more than 7 but less than 8	80%
more than 8 but less than 9	70%
more than 9 but less than 10	60%
more than 10 but less than 11	50%
more than 12 but less than 13	30%
more than 13 but less than 14	20%
more than 14 but less than 50	10%
*Total cost of refund not to exceed original installed purchase price. The fade protection coverage of this warranty is not transferable.	1472

intentional acts or damage, fire, wind, flood, lightning, acts of God, misuse, improper care or failure to provide reasonable and necessary maintenance of the product, normal and expected weathering of the surface, mildew, exposure to harmful chemicals or vapors or acid rain, surface discoloration due to atmospheric pollution, distortion or warping due to unusual heat sources (including outdoor grills and reflection from windows or foil sheathing), or the installation of non-ProVia accessory products or accessory products which are incompatible with the ProVia vinyl siding and/or soffit or which are installed in a manner detrimental to the performance of the ProVia vinyl siding and/or soffit. This warranty covers only unpainted products and is inapplicable to finishings applied to the product by the homeowner.

## **EXCLUSION FOR CERTAIN USES:**

This warranty is not applicable to siding and/or soffit applied to motor homes or used in industrial or roofing applications. For applications other than private residential (single family dwellings), warranty coverage shall extend only for 50 years from the original date of installation and shall be prorated as set forth in Section B applicable to transferee owners. Further, brown soffit is covered under this warranty for soffit use only, not when utilized as sidewall paneling.

#### D. SPECIAL LIMITED WARRANTY FOR HAIL DAMAGE

ProVia provides a limited warranty on its Super Polymer Vinyl Siding and/or Soffit products against damage directly caused by hail. In the event of hail damage, the homeowner should report the damage to his or her homeowner's insurance carrier and pursue coverage under any homeowner's insurance policy. To the extent such hail damaged products are not covered by insurance, ProVia will provide replacement of the damaged part or portion of the hail damaged products. ProVia's sole obligation under this limited coverage is to provide replacement of hail damaged products. All other costs, including the cost of labor or any other expenses, shall be the sole responsibility of the homeowner.

## E. SPECIAL LIMITED WARRANTY FOR ENERGY-SAVINGS (CedarMAX only)

ProVia provides, to the original homeowner only, a limited energy-savings warranty on its CedarMAX Super Polymer Thermal Siding for the first 12-month period after the Super Polymer Thermal Siding is installed. If the cost of heating and cooling the home for the first 12-months after installation is not at least 20% lower than for the previous 12-months, ProVia will make up the difference, up to a maximum of \$500, at the area average cost for gas and electricity for the previous calendar year. The cost of heating water, operating temperature maintained pools, hot tubs and any home devices except heating and cooling units are excluded from the computation. This limited energy-savings warranty for ProVia Super Polymer Thermal Siding also assumes full home siding coverage and no excessive leaving of windows and doors open or extensive usage of fireplaces. ProVia shall be the sole authority on the applicability of this limited warranty.

### F. CLAIMS AND WARRANTY PROCEDURE

If you feel that your siding and/or soffit contains manufacturing defects covered by this warranty, simply write to: ProVia, 301 Industrial Park Rd, Booneville, MS 38829. Attention: Sales and Warranty Services.

IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO PROVIA WITHIN SIXTY (60) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED. CLAIMANT SHOULD DESCRIBE THE DEFECT AND PROVIDE NAME, ADDRESS, DATE OF INSTALLATION AND WARRANTY CERTIFICATE NUMBER IF AVAILABLE.

CONTINUED ON BACK