

AZEK LAP SIDING LIMITED WARRANTY

LIFETIME LIMITED PRODUCT WARRANTY

Statement of Warranty: This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter "Purchaser"), of AZEK Lap Siding products (hereinafter "Products") manufactured by AZEK Building Products LLC (hereinafter "Manufacturer"). For purposes of this warranty, a "Residential Purchaser" shall refer to a purchaser of a single-family residential structure who uses such property as their residence and a "Commercial Purchaser" shall refer to any Purchaser other than a Residential Purchaser.

Limited Product Warranty: Manufacturer warrants to Purchaser that for the applicable warranty period delineated below, the Products will, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the applicable warranty period, and (4) result in rotting, corroding, delaminating, rusting, peeling, flaking, cracking, blistering, splintering, excessively swelling from moisture, or structural damage from termites or fungal decay of the Products.

Limited Fade Warranty: Manufacturer warrants to Purchaser that, for the lifetime of the Products, under normal use and service conditions for the applicable warranty period delineated below, the Product's color will not fade from light and weathering exposure, as measured by a color change of more than 4 Delta E (CIE) units. While the Products are designed to resist fading, no material is fade-proof when subjected to years of exposure to ultraviolet (UV) rays and the elements.

Limited Hail Warranty: Manufacturer warrants to Purchaser that for the applicable warranty period delineated below, Products will not dent, crack or split due to hail damage. This warranty only applies to the extent that such damage is not covered by the Purchaser's Homeowners insurance policy or other applicable insurance coverages.

Each of the above is subject to the exclusions, limitations and restrictions set forth below.

Warranty periods:

- **Residential Purchasers:**
 - Limited Product Warranty: Lifetime of the Product for original Residential Purchasers; 50 years for Subsequent Residential Purchasers (as defined below and as prorated as set forth below).
 - Limited Fade Warranty: Lifetime of the Product for original Residential Purchasers; 10 years for Subsequent Residential Purchasers (prorated as set forth below).
 - Limited Hail Warranty: Lifetime of the Product for original Residential Purchasers; no warranty for Subsequent Residential Purchasers.
- **Commercial Purchasers:**
 - Limited Product Warranty: 50 years for original Commercial Purchasers and Subsequent Commercial Purchasers (as defined below and as prorated as set forth below).
 - Limited Fade Warranty: 10 years for original Commercial Purchasers; no warranty for Subsequent Commercial Purchasers.
 - Limited Hail Warranty: No warranty.

Each warranty period begins as of the date of the original Product purchase.

Exclusions from Warranty Coverage: Manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of the Products and/or failure to abide by Manufacturer's install guide, including but not limited to installation without appropriate gapping as defined in the install guide, failure to use recommended fasteners or placing fasteners in the wrong position on the Products, overdriven or improperly set fasteners, use of sealants or caulks not recommended or required by Manufacturer's install guide, or use of the wrong type of nail gun or nail guns not properly set or calibrated; (2) use of the Products beyond normal use, or in an application not recommended by Manufacturer's install guide and/or local building codes; (3) earthquakes, fire, flood, lightning, ice, hail (except as covered by the Limited Hail Warranty), tornado, tropical storms, hurricane, windstorm or other excessive wind load, or any other Acts of God; (4) defects in, failure of, or damage to or movement, settlement, distortion, deterioration, warping, collapse, or cracking of the wall or supporting structure on which the Products are placed, or the ground thereunder; (5) unevenness or waviness due to undulation in the framing, sheathing, or wall; (6) impact of foreign objects, physical abuse or vandalism; (7) improper maintenance including failure to adhere to the care and cleaning guidelines available at <https://azekexteriors.com/resources/product-education/care-cleaning>; (8) improper handling, storage, abuse or neglect of the Products by Purchaser or third parties; (9) fabrication or remanufacturing by third parties; (10) variation of color; (11) normal weathering of surfaces; (12) performance of any paint or coatings applied to the Products by Purchaser or any third party (including, without limitation, peeling, flaking, cracking or blistering of the paint or coating); (13) improper application of paint or application of other surface chemicals not recommended or permitted by Manufacturer

in writing or not in compliance with Manufacturer's guidelines for application of painted surfaces; (14) use of incompatible accessories or other third-party products, including fasteners not supplied by Manufacturer; (15) environmental conditions (such as air pollution, acid rain, mold, mildew, etc.); (16) exposure to, or direct or indirect contact with extreme heat sources, including reflected sunlight from low-emissivity (Low-E) glass, which may damage the surface of the Product and/or cause the Product to fade; or (17) improper water management and water intrusion causing damage to the Products or other property.

For avoidance of doubt, the Products should not be painted unless specifically permitted under Manufacturer's install guide. If the Products are painted and painting is not specifically permitted in the install guide, this warranty is void.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability, and safety of the Products in connection with their use in any particular application. Building code regulations vary from area to area. Purchaser should consult local building and safety codes for specific requirements.

Obtaining Warranty Performance: If Purchaser discovers a Product defect covered under this warranty during the applicable warranty period, Purchaser must, within ninety (90) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Manufacturer using Manufacturer's online warranty claim form process available at www.azek.com/warranty/warranty-claims-center.aspx. Alternatively, Purchaser may submit a warranty claim by contacting Manufacturer in writing, at the following address:

AZEK Building Products LLC
888 N. Keyser Avenue
Scranton, PA 18504
Attn: Claims Department

Purchaser must include in this notification proof of purchase, a picture of the defective Product and a statement explaining the defect. Manufacturer may request additional information. It is a further condition of this warranty that, at Manufacturer's direction, Purchaser shall (1) permit Manufacturer to inspect the claimed defect and test the Product, its installation, and the environment in which it was used prior to removal; and/or (2) send Manufacturer a sample of the defective Product.

After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser's claim is valid, Manufacturer will, at its option, repair or replace the defective Products or Products damaged by hail, or refund the portion of the original purchase price paid by Purchaser for such Products (prorated as set forth below, as applicable). Repair may include, without limitation, painting, cleaning, or providing products to rejuvenate the appearance of the Products covered hereunder (not including the cost of initial installation except as explicitly provided herein). In the event that Manufacturer elects to refund the amount paid for defective Products covered under the Limited Product Warranty or the Limited Fade Warranty rather than replace or repair the defective Products, Manufacturer will also refund a prorated portion of the initial installation costs paid by Purchaser for the installation of the defective Products. Purchaser must be able to provide documentation evidencing the initial installation costs.

In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products for the balance of the original warranty period. If replacement material is provided, it will be as close as possible in color, design, and quality as the replaced material, but Manufacturer does not guarantee an exact match as colors and design may change.

In case of hail damage, the Purchaser is responsible for any insurance deductibles and for the purchase of any additional products desired by the Purchaser to replace undamaged Products. If the hail damage is fully covered by the Purchaser's insurance, whether or not the Purchaser files a claim, Manufacturer will have no responsibility or liability for the hail damage or otherwise providing any of the remedies set forth herein. Purchaser must first file a claim with Purchaser's homeowners insurance carrier, or any other applicable policy, and pursue the cost of repair or replacement through insurance. Purchaser must provide proof of the claim and the carrier's response and must affirm that no other claims were paid or are pending.

This warranty does not cover, and Manufacturer shall not be liable for, costs and expenses incurred with respect to the removal of the defective Products or the installation of replacement materials, including but not limited to labor and freight. The foregoing remedies are Purchaser's **SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY.**

Proration: If Purchaser makes a valid warranty claim hereunder, then Purchaser's recovery will be prorated as indicated below. If Manufacturer is providing replacement materials, it may elect to replace the percentage listed below of Products meeting the requirements for a claim; if Manufacturer is refunding the original purchase price and/or initial installation costs, it may elect to refund the percentage listed below of the original purchase price and/or initial installation costs of Products meeting the requirements for a claim.

Proration Schedule				
Subsequent Residential Purchaser			Original and Subsequent Commercial Purchaser	
Maximum Replacement Recovery			Maximum Replacement Recovery	
Year of Claim	Product	Fade	Product	Fade
Year 0-1	100%	100%	100%	-
Year 2	100%	90%	100%	-
Year 3	100%	80%	100%	-
Year 4	100%	70%	100%	-
Year 5	100%	60%	100%	-
Year 6	60%	50%	60%	-
Year 7	50%	40%	50%	-
Year 8	40%	30%	40%	-
Year 9	30%	20%	30%	-
Year 10	20%	10%	20%	-
Year 11-50	10%	0%	10%	-

Transfer of Warranty: The Limited Product Warranty and Limited Fade Warranty contained herein may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by a Residential Purchaser, to a residential buyer of the property upon which the Products were originally installed (the "Subsequent Residential Purchaser"). The Limited Hail Warranty is not transferrable. The Limited Product Warranty contained herein may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by a commercial buyer to a commercial buyer of the property upon which the Products were originally installed (the "Subsequent Commercial Purchaser"). Commercial Purchasers cannot transfer the Limited Fade Warranty.

DISCLAIMER OF WARRANTIES; LIMITATIONS OF REMEDIES AND EXCLUSION OF DAMAGES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES, OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES, AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED FROM THIS TRANSACTION.

MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states and provinces do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. Additionally, some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

Miscellaneous: This warranty is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this warranty. This warranty may not be altered or amended except in a written instrument signed by Manufacturer and Purchaser or permitted transferee. No agent, employee, or any other party is authorized to make any warranty in addition to that made herein and Manufacturer shall not be bound by any such statements other than those contained in this warranty. Manufacturer reserves the right to discontinue or modify the Products covered under this warranty at any time without notice. In the event that repair or replacement of the Products pursuant to this warranty is not possible, Manufacturer may fulfill any repair or replacement obligation under this warranty with a product of equal value.

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