

# LIMITED LIFETIME WARRANTY



This Limited Warranty applies to APEX® siding and trim products purchased from an authorized APEX retailer. This Limited Warranty is applicable only to product installed in the U.S.A. and Canada. "Limited Warranty" means and includes the Limited Lifetime Warranty and the 30/15 Year Limited Warranty, noted below. This Limited Warranty extends to the original owner of the structure at the time the siding is applied and the first transferee of such original owner; the Limited Warranty is not further transferable. This Limited Warranty is subject to the terms and conditions set forth below:

## LIMITED LIFETIME WARRANTY FOR SINGLE-FAMILY HOME OWNER-OCCUPANTS

Subject to the terms and conditions below, APEX warrants to the original owner-occupant of the single family dwelling in which the product is originally installed that the Ultrex® fiberglass substrate will be free from manufacturing defects for as long as you own and occupy your home. If you sell or cease to occupy your home within the term of the 30/15 Limited Warranty (calculated from the original date of purchase), the 30/15 Year Limited Warranty will apply for the remainder of its term. Siding and trim not installed on owner-occupied single family dwellings, non fiberglass components, and Ultrex finish are not covered under the Limited Lifetime Warranty; they are subject to the 30/15 Year Limited Warranty, below.

## REGISTRATION

To obtain the Limited Lifetime Warranty, you must register your products with APEX, within sixty (60) days of product installation, by completing the Warranty Registration form available at [www.apexsiding.com/RegisterWarranty](http://www.apexsiding.com/RegisterWarranty). You may also register by calling 866-307-3148. If you do not register your products within sixty (60) days of installation, you will not receive the Limited Lifetime Warranty; instead, you will receive the 30/15 Year Limited Warranty, below.

## 30/15 YEAR LIMITED WARRANTY

This Limited Warranty applies to the APEX® Ultrex® siding or trim (the "Product"). APEX warrants that the Ultrex substrate will be free from manufacturing defects for thirty (30) years from the date of manufacture; the Ultrex finish will be free from manufacturing defects resulting in peeling, chipping, cracking, flaking, blistering, or chalking for fifteen (15) years from the date of manufacture.

## EXCLUSIVE REMEDY

If a covered substrate defect is reported during the first ten years after the date of manufacture, APEX will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. During the 11<sup>th</sup> through the 20<sup>th</sup> year, the remedy will be reduced to 50% of the original price paid for the defective product or component; during the 21<sup>st</sup> through the 30<sup>th</sup> year, the remedy will be reduced to 10% of the original price paid for the defective product or component; after the 30<sup>th</sup> year, no remedy will be available under the 30/15 Year Limited Warranty; after the 30<sup>th</sup> year, the remedy will remain at 10% under the Limited Lifetime Warranty.

If a covered finish defect is reported during the first ten years after the date of manufacture, APEX will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. During the 11<sup>th</sup> through the 15<sup>th</sup> year, the remedy will be reduced each year by an additional 18% of the original price paid for the defective product or component, such that; after the 15<sup>th</sup> year, no remedy will be available.

Removal, installation, finishing, refinishing, disposal, and other labor costs and services are not included. Replacement components may differ from the original components in profile, finish, or otherwise. Replacement components, including any upgrades, are warranted for the remainder of the original product warranty reporting term.

## EXCLUSIONS

Damage, defects, or problems resulting from causes outside APEX's control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

### Installation, Maintenance, and Acts of God

- installation not in conformance with APEX's installation instructions and applicable building codes, or other improper or non-standard installation
- exposure to extreme or unusual environments or conditions
- installation over inappropriate surfaces
- modification, alteration, or failure to use the Water Management Clips or any other component of the APEX Siding System
- failure to follow the APEX care and maintenance instructions
- exposure to brick wash or other inappropriate cleaners or chemicals
- misuse, abuse, modification, alteration, accident, negligence
- air pollutants, acid rain, chemicals, or other corrosive or abrasive substances or environmental conditions
- shifting or settling of the structure in which the product is installed
- war, insurrection, civil unrest, terrorism, Acts of God
- normal wear and tear, normal discoloration or fading of finishes (defined as discoloration or fade of less than four delta E units within the first three years following installation), normal variation in materials or appearance on the wall

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**Paint** If color change is desired, painting of Ultrex is acceptable. Application of paint in accordance with APEX's published Care and Maintenance instructions, available at [www.apexsiding.com/care](http://www.apexsiding.com/care), does not affect the Limited Warranty on the substrate. Application of paint or any other finish over the factory finish will void the 15 Year Limited Warranty with regard to the finish.

## DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

**Disclaimers** This Limited Warranty is the only warranty, written or oral, express or implied, provided by APEX. No dealer, employee, or agent of APEX, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of APEX. **ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.** Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written APEX product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. **THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY APEX PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.**

**Limitations** **IN NO EVENT WILL APEX, ITS PARENT COMPANIES OR AFFILIATES, BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL APEX'S, ITS PARENT COMPANIES', OR ITS AFFILIATES' LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT.** The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy is found to have failed of its essential purpose.

**Suitability** Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of the APEX Siding System is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. APEX will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products.

**No Waiver** APEX may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of APEX's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

## WARRANTY CLAIMS

All warranty claims must be made within sixty (60) days of the appearance of the defect. To make a warranty claim, contact your local APEX dealer. If you do not know the name of your local dealer or distributor, use the "Dealer Locator" feature at [www.apexsiding.com](http://www.apexsiding.com), or call 866-307-3148 to locate the one nearest you. If, after five days, your dealer has not responded, send a written request to APEX Siding Systems LLC, 4401 – 15<sup>th</sup> Ave. NW, PO Box 2712, Fargo, ND, 58108-2712; Attn: Warranty Department. Include the following information: your name, address, and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, actions you have taken and contacts you have made with your local dealer or distributor. Once we've received your letter, we will respond to your claim promptly.