



## LIFETIME LIMITED WARRANTY

### • Product Warranty

Quality Edge, Inc. warrants that its TruCedar<sup>®</sup> steel siding and shake sidewall, if used as intended for its defined lifetime, (a) will be free of manufacturing defects and will not peel, flake, chip, or crack, (b) will not chalk more than eight (8) Hunter □E units, (c) will not irregularly fade under normal weathering more than five (5) Hunter □E units, (d) will not rust if cut and installed properly, (e) will protect against hail not exceeding class 3, and (f) will meet ASTM D5402 for abrasion resistance. Color difference units are determined by ASTM D2244 for solid paint, and ASTM D1482 for semitransparent paint. Chalk erosion ratings are determined by standard methods for evaluating chalking under ASTM D4214 method A for solid and semitransparent paint. Hail protection covers any uninsured hail damage (not including the deductible) that punctures or cracks the steel siding to expose the building envelope. For covered product, Quality Edge will, at its option, repair or replace the failing product or make a pro rata refund of the initial purchase price for the defective portion of the product. This TruCedar Lifetime Limited Warranty (the "TruCedar Warranty") is subject to the following terms and conditions.

### • Warranty Registration

To better serve our customers, this TruCedar Warranty must be registered. The Certification and Registration Card attached must be completed, signed by the contractor and owner, and mailed to Quality Edge, 2712 Walkent Drive, Walker, MI 49544, or submitted online at [www.qualityedge.com/registermywarranty](http://www.qualityedge.com/registermywarranty) within thirty (30) days after completion of the installation. The owner is responsible for submitting this information to the company. Failure to do so will release Quality Edge of all obligations hereunder, and render the property owner's rights under this warranty null and void. Any protections of Quality Edge will still apply.

### • Warranty Service

This TruCedar Warranty is extended to the registered property owner only. If the product exhibits a defect covered by the TruCedar Warranty, the registered property owner must make a claim in writing by registered or certified mail, within the warranty period and within thirty (30) days following discovery of the defect, to Quality Edge, Warranty Services Department, 2712 Walkent Drive NW, Walker, MI 49544, describing the defect and providing the homeowner's name, property address, date of installation, and a copy of the Registration Card. Failure to provide this notice as required will constitute an absolute waiver and release of all claims the property owner may have, and Quality Edge will have no liability, under this warranty or otherwise, for that claimed defect. As a condition to any claim under this TruCedar Warranty, Quality Edge and its agents must be provided access to the products for inspection, testing, repair and/or replacement. Reasonable time should be allowed for inspection, repair, or replacement purposes. This TruCedar Warranty covers material only, not labor. If Quality Edge, in its sole discretion, determines to replace any defective portion of its product, and if the product as originally installed is no longer available, Quality Edge will have the right to substitute product that, in its determination, is of equal quality. A color variance may occur between any new replacement product in comparison to the originally installed product due to weathering exposure and is not indicative of a defective product. If, at Quality Edge's sole option, a refund is conveyed to the property owner, the warranty will terminate. Any refund will be limited to the original purchase price of the Quality Edge product.

### • Warranty Limitations

There are no other warranties other than that express warranty stated herein. No employee, representative, or agent of Quality Edge, nor any other person, including any installer, contractor, or applicator, has the authority to modify or expand this TruCedar Warranty, to waive any limitations, conditions, or exclusions, or to assume or incur on behalf of Quality Edge any obligation or liability in place of or in addition to the warranty. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. QUALITY EDGE WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. UNDER NO CIRCUMSTANCES WILL QUALITY EDGE'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE OR FEDERAL LAW, AND OTHER LEGAL RIGHTS MAY EXIST. THE CUSTOMER OR OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR OR REGISTRATION OF THE PRODUCT SIGNIFIES THAT CUSTOMER OR OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

### • Additional Consumer Rights

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT LIMITATION OR EXCLUSION 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.

#### • **Warranty Exclusions**

This TruCedar Warranty applies only to TruCedar building products installed in the fifty (50) United States and District of Columbia. The warranty does not cover any other costs, damages, defects, or failures, including without limitation those caused by occurrences beyond Quality Edge's control, such as settlement of a structure, failure of the structure (including foundations and walls), use of incompatible accessories, faulty or improper installation, any re-installation of the products, normal weathering, use of harsh or abrasive chemicals, chemical pollutants, corrosive or finish-damaging conditions, extraordinary fading, animals, fire, flood, lightning, windblown objects, earthquake, hurricanes, corrosive atmospheres such as those contaminated with chemical fumes, pollution, acid rain, or salt spray, either directly applied or in the atmosphere, atmospheric conditions or weather of catastrophic nature as defined by the U.S. Weather Bureau, other acts of God, war, vandalism, attachment/adherence of items such as but not limited to solar panels or a satellite dish to the product, intentional or negligent acts, unreasonable use, or failure to provide prescribed or reasonable maintenance. Cracking or slight cracking that occurs on tightly roll formed edges or break bends of severe embossing is accepted as standard, not defective. As a condition of coverage, an owner must comply with the following maintenance obligations: (a) due to dirt or other substances that may build up around or on the products, annual spray cleanings with a garden or pressure hose must be performed to help maintain performance excellence, and (b) additional periodic cleaning may be required in regions where excessive tree sap, hardwood tree tassels, and/or pine resin are prevalent. The geographic location, the quality of the atmosphere, and other local factors over which Quality Edge has no control, may contribute to the severity of conditions. As with all standard coating warranties, industry standards and best practices, products are not suggested for use within 1500 feet of salt water or salt-spray and are not warranted within these distances. Installing next to treated lumber, use with dissimilar metals, or painting the specially coated product will void the TruCedar Warranty. Normal weathering and the natural aging process may cause the colored surface to uniformly fade, darken, chalk, or acquire a surface accumulation of dirt and stains, so these conditions are not covered except as stated here. Non-uniform fading and color change resulting from unequal exposure of the building products to the sun, elements, or other things outside Quality Edge's control are not covered. In the event of hail damage, the owner must submit a proper insurance claim for primary coverage.

#### • **Warranty Transfer**

The TruCedar Warranty will remain in effect for the duration of the lifetime of the original residential homeowner who purchases the product for residential application and for a lifetime of fifty (50) years for an original property owner who purchases the product for commercial application or who has the ability to endure generations (e.g., corporation, partnership, group, association, or governmental agency). The property must continue to be owned by the same owner who installed the product for this lifetime warranty to apply; except, in the event of residential applications, the original homeowner who installed the product may transfer this TruCedar Warranty once to the next and second owner of the residential property. To remain an effective warranty, written notice must be sent to Quality Edge within (60) days after the property is transferred. The notice must include the name of the original homeowner, name of the new homeowner, property address, description of products installed, date of product installation and a signature by the new owner that new owner will abide the terms of this TruCedar Warranty. Upon proper transfer, this warranty will be limited to 50 years from the original installation for manufacturing defects related to the steel substrate and to the remainder of the 35 years for chalk and fade protection. During this period, Quality Edge, for the repair, replacement, or pro rata refund provided in its discretion, will be responsible for 100% of expenses in the first 25 years and 50% of expenses between 25-50 years. The remaining costs for repair or replacement must be paid by the property owner. No other transfers will be effective, and the TruCedar Warranty will become null and void.

#### • **Period of Limitations**

No claim, suit, or other proceeding arising out of or related to the Quality Edge products or these terms, including without limitation this TruCedar Warranty, may be brought by the property owner (original or second) or anyone else after one (1) year from the date it accrues. No discovery, estoppel, or other rule will apply to extend this limitations period.

#### • **Applicable Law**

This TruCedar Warranty will be considered to have been made in the State of Michigan and will be governed by and interpreted according to Michigan law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to Quality Edge products or this TruCedar Warranty must be brought only in a federal or state court in Grand Rapids, Michigan, having jurisdiction over the subject matter, and the purchaser and property owner(s) irrevocably consent that such court will have personal jurisdiction over them and waives any objection that the court is an inconvenient forum. In the event any suit is brought against Quality Edge in violation of these terms or for claims waived or released, the person agrees to pay Quality Edge's attorney and paralegal fees as well as costs to defend such suit.

#### • **Miscellaneous**

If any provision or individual term is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected. These terms will be binding on the original purchaser/property owner and any second property owner receiving a transfer of the TruCedar Warranty, and Quality Edge, as well as any representatives and successors.

#### • **Quality Edge's Rights**

Quality Edge has all rights and remedies given to sellers by applicable law, and its rights and remedies are cumulative and may be exercised from time to time. No waiver or novation by Quality Edge will be effective unless in writing signed by Quality Edge. Quality Edge will not lose any right because it has not exercised that right in the past.

## QUALITY EDGE WARRANTY CERTIFICATION AND REGISTRATION CARD

This TruCedar Warranty is valid only after this Certification and Registration Card is completed by the contractor and property owner and mailed to Quality Edge or submitted online at [www.qualityedge.com/registermywarranty](http://www.qualityedge.com/registermywarranty) within thirty (30) days after completion of the installation of Quality Edge products. The owner is responsible for submitting this information to the company. Failure to do so will render the warranty null and void, and relieve Quality Edge of all obligations under the warranty. All protections of Quality Edge will apply. PLEASE PRINT CLEARLY AND COMPLETE THE ENTIRE FORM. KEEP A COPY FOR YOUR RECORDS. Mail to: Quality Edge, 2712 Walkent NW, Walker, MI 49544.

### Product & Installation Information

Brand and Product Installed:

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Date of Installation: \_\_\_\_\_

### Property Owner Information & Certification

Property Owner: \_\_\_\_\_

Installed Address: \_\_\_\_\_

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Phone Number: \_\_\_\_\_

I have received, read, and agree to the terms of the Quality Edge, Inc. TruCedar Lifetime Limited Warranty.

Printed Name: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

### Installing Contractor Information & Certification

Name: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

This will certify that Quality Edge TruCedar steel siding products manufactured by Quality Edge have been installed at the address and on the date listed above and that the owner whose name appears above qualifies for a Quality Edge TruCedar Lifetime Limited Warranty. I have supplied a copy of the Warranty Certificate to the owner.

Signature of Contractor: \_\_\_\_\_