

## **50 YEAR PERFORMANCE PLUS LIMITED WARRANTY**

*Valid for all Tando Products*

**Derby Building Products Inc. ("Derby")** warrants that, during the Warranty Period set forth 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; and (3) occur during the warranty period.
- Examples of covered material issues:
  - Rotting, cracking, splitting, moisture damage, fungal decay, and insect, termite or pest damage.

**Warranty Period for Residential Purchasers:** If you are an individual who lives in and owns the single-family home at the time the Products are installed, you are considered a "Residential Purchaser". For Residential Purchasers, the warranty continues for fifty years as long as the Residential Purchaser continues to own the property and live in the property.

**Other Purchasers:** If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity), or you are an individual who does not live on the property, you are considered a "commercial owner". The warranty is prorated for commercial owners as set forth below in the "Subsequent Owner and Commercial Owner Proration Schedule".

**Remedies for Breach of Warranty:** Derby will, at its option and as the sole and exclusive remedy available for warranty breach, either (a) repair, replace or coat, at Derby's option, the Product which is not in compliance with the warranty, or (b) refund the amount paid for the Product by the original purchaser of the Product, plus an amount for labor as determined by Derby in its sole discretion or (c) provide replacement for the Product which is not in compliance with the warranty plus an amount for labor as determined by Derby in its sole discretion.

**Repaired/Replaced Products:** In the event of repair, replacement or refinishing under any of the warranties, the warranty applicable to the replacement Products or to the repaired or refinished Products will extend only for the time remaining under the original warranties.

**Transferability of Warranties:** A Residential Purchaser may transfer the *50-Year Performance Plus Limited Warranty* to one (1) new owner by providing written notice to Derby within 60 days after the date of transfer of ownership. The notice must include the address of the property, the name and mailing address (if different), the name of the new owner of the property and the date of the transfer. The notice must be sent to:

Derby Building Products Inc.  
160 des Grands-Lacs  
Saint-Augustin-de-Desmaures  
QC, Canada G3A 2K1  
Attn: Warranty Service Registration

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Warranty coverage upon transfer is detailed in the “Subsequent Owner and Commercial Owner Proration Schedule” set forth below. Upon any transfer of the property, your obligations become the obligation of the new property owners. Proof of purchase must still be submitted in the event of a warranty claim, so the subsequent owner should obtain proof of purchased from the original purchaser.

### Subsequent Owner and Commercial Owner Proration Schedule:

Subsequent Owner and Commercial Owner shall have a prorated warranty per the coverage chart below.

Years Since Installation	Percentage of Coverage*
0-5 years	100%
More than 5 years, up to 10 years	75%
More than 10 years, up to 15 years	33%
More than 15 years, up to 50 years	10%

\*The Percentage of Coverage will apply to the value of the “Remedies for Breach of Warranty” specified above.

### Exclusions to the Warranties:

The warranty does not cover any damage caused by any of the following:

- Misuse, negligence, or improper installation
- Product installed in an application other than a 90 Degree angle from the floor/ground surface
- Failure to provide reasonable maintenance to prevent accumulation of dirt, mildew, staining materials, and pollution
- Exposure to chemical products or incompatible cleaners such as petroleum solvents, aromatic solvents, esters, alcohols/isopropyl alcohol and lacquer thinner, acetone, ketones, paint remover, bleach, citrus-based cleaners, trisodium phosphate, and sunscreen or suntan lotions
- Abrasive materials that will abrade the product surface such as wire brushes, steel wool, sandpaper, pressure washing, or stiff cleaning tools
- Discoloration or other damage caused by air pollution/acid rain (including but not limited to metallic oxides, metallic particles, sand and salt), mold, or mildew
- Improper handling, storage, abuse, or neglect of the Products
- Damage caused by vegetation growth or coverage, non-uniform color change as a result of unequal exposure to sunlight
- Defects in the wall structure (materials or construction) on which Products are installed which cause failure, such as movement, cracking or settling of the wall, foundation or building
- Deformation caused by heat sources including but not limited to grills, fire pits, foil sheathing, low e-glass windows and low e-glass doors
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquakes, floods, lightning, hurricane, hail, tornado or another casualty or act of God;
- Replacement/repaired section resulting in a gloss difference due to normal weathering process.

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- Weathering or discoloration due to normal atmospheric exposure. Please refer to the following product specific warranties for details on the individual weathering warranties provided by Derby:
  - Beach House Shake 20-Year Beautiful Freedom Limited Warranty
  - TandoStone 20-Year Rock Solid Limited Warranty
  - TandoShake Weathering Limited Warranty

If paint or other coating materials are applied to the Product, this warranty will be voided.

Derby does not recommend the Products for all end use applications. Local Code Authority should be consulted before installations with specific capacities and for other zoning code requirements. Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Products in connection with their use in any particular application.

### **Warranty Claims Process:**

You must submit your warranty claim in writing to us within the warranty period and within 30 days after the breach of warranty is discovered.

You are required to submit the following: a description of the claimed breach of warranty and the date the breach of warranty was discovered; the date of the original installation, pictures of the Products which are not in compliance with the warranty, and the invoice for the purchase of the Products and for the installation to [warrantyinfo@derbybp.com](mailto:warrantyinfo@derbybp.com) or by mail to:

Derby Building Products Inc.  
160 des Grands-Lacs  
Saint-Augustin-de-Desmaures  
QC, Canada G3A 2K1  
Attn: Claims Manager

Derby will contact you if any additional evidence and/or information is necessary to process the Warranty claim. Depending upon the specifics of the claim, it may be necessary to send a sample of the Product which is in breach of the warranty. Derby will analyze such Product sample and determine the validity of the claim. Derby may also, at its expense, delegate one of its representatives to inspect the Products on-site.

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### **EXCLUSIVE WARRANTY AND REMEDIES**

THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE YOUR ONLY WARRANTY AND REMEDIES, EXCEPT FOR THE ADDITIONAL WARRANTIES PROVIDED FOR THE FOLLOWING PRODUCTS: Beach House Shake Beautiful Freedom 20-Year Limited Warranty; TandoStone Rock Solid 20-Year Limited Warranty; and TandoShake Weathering Limited Warranty. DERBY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STATE OR PROVINCIAL LAW MAY PROHIBIT THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, IN WHICH CASE THE PERIOD OF TIME FOLLOWING THE SALE THAT A CONSUMER MAY SEEK A REMEDY UNDER SUCH IMPLIED WARRANTIES WILL BE THE MINIMUM AMOUNT OF TIME REQUIRED BY STATE OR PROVINCIAL LAW. IF IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER STATE OR PROVINCIAL LAW, THE REMEDIES SPECIFIED ABOVE FOR EXPRESS WARRANTIES WILL APPLY TO CONSUMERS FOR THE REQUIRED DURATION OF THE IMPLIED WARRANTY.

DERBY IS NOT LIABLE TO YOU FOR A BREACH OF ANY OTHER WRITTEN OR ORAL EXPRESS WARRANTIES, SUCH AS THOSE, IF ANY, GIVEN TO YOU BY DEALERS, CONTRACTORS, APPLICATORS OR DISTRIBUTORS OF THE PRODUCTS. DERBY HAS NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE WARRANTY.

### **LIMITATION OF DAMAGES**

DERBY WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH YOUR PURCHASE OF THE PRODUCTS OR YOUR USE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO PROPERTY, THE BUILDING OR ITS CONTENTS, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF DERBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DERBY'S LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT EXCEED THE PURCHASE PRICE OF SUCH PRODUCT FROM DERBY.

IF YOUR PLACE OF RESIDENCE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty is effective for Products purchased on or after July 12, 2021. Please contact Derby at [warrantyinfo@derbybp.com](mailto:warrantyinfo@derbybp.com) for the warranty which is applicable to Products purchased prior to July 12, 2021.