

# Prorated 50-Year Limited Warranty



## CanExel® Prefinished Exterior Trim

50-Year MiraTEC® Substrate Limited Warranty

15-Year Finish Limited Warranty by Maibec CanExel™

5-Year 100% Material & Labour Cost Warranty by Maibec CanExel™

WARRANTY PACKAGE APPLICABLE IN CANADA UNDER THE 55<sup>TH</sup> PARRALEL TO PRODUCTS SOLD THROUGH AUTHORIZED MAIBEC CANEXEL™ RETAILERS.

**NOTE CAREFULLY:** The provisions and terms of these warranties are limited to structures permanently located in Canada and apply exclusively to CanExel® Prefinished Exterior Trim.

Due to the particular weather conditions in the Great North (north of the 55<sup>th</sup> parallel), this warranty does not apply in those regions.

### 1. WARRANTY COVERAGE – 50-YEAR MIRATEC SUBSTRATE LIMITED WARRANTY

For substrate 50-Year Limited Warranty details visit the MiraTEC website ([miratecextira.com/maibecsupport](http://miratecextira.com/maibecsupport)).

### 2. WARRANTY COVERAGE AND REMEDY – LIMITED 15-YEAR FINISH WARRANTY

Should the factory-applied finish on this trim fail by cracking, peeling, chipping, and other than reasonable colour fade greater than DE5 resulting from normal exterior exposure, within fifteen (15) years from the date of installation, Maibec CanExel warrants that if the **failure occurs in the first five years** from the date of installation, it will, at its option, and after inspection and verification, compensate the owner for labour and materials based on an estimate established by an independent construction cost estimator, such as R.S. Means to a) touch up or b) refinish the affected trim with one coat of solid colour heavy bodied paint or c) supply replacement material (no installation labour) to replace the affected trim.

If a finish failure occurs in the **sixth through fifteenth year** from the date of installation after inspection and verification, Maibec CanExel will at its option compensate the owner the cost to touch up or paint the trim based on an estimate established by an independent construction cost estimator, such as R.S. Means, on a prorated basis over the remaining 10 year period from 100 % during the 5th year and declining at a rate of 18 % per year to the end of the 10th year and 2 % per year to the end of the fifteenth year. For finish failures occurring from and after the fifteenth year the amount paid under this warranty will be zero.

### 3. EXCLUSION OF OTHER REMEDIES

IN NO EVENT WILL MAIBEC CANEXEL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN

THE PRODUCT(S) SUPPLIED, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.

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

### 4. EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED

a) THIS LIMITED EXPRESS WARRANTY INCLUDING THE 15-YEAR FINISH AND THE 5-YEAR 100% MATERIAL & LABOUR COST WARRANTIES (WITH THE 50-YEAR MIRATEC SUBSTRATE LIMITED WARRANTY) ARE THE ONLY WARRANTIES APPLICABLE TO THESE PRODUCT(S) AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS, AND CANNOT BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

Some provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

b) NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF MAIBEC CANEXEL WITH RESPECT TO THESE PRODUCT(S).

### 5. CERTAIN DAMAGES EXCLUDED FROM WARRANTY COVERAGE

This Express Limited Warranty does not cover or provide a remedy for damage that results from:

a) misuse or improper storage, handling, application, finishing or maintenance\*; alterations to the structure after the original application of the Product(s); acts of God, such as hurricane, tornado, hail, earthquake, flood or other similar cause beyond the control of Maibec CanExel; design, application or construction of the wall system on which the Product(s) is applied; transport, storage or handling of the Product(s) prior to application;



## Prorated 50-Year Limited Warranty (cont'd)

- b) Product(s) that is not applied, finished and maintained in strict accordance with Maibec CanExel's instructions in effect at the time of original application\*\*;
- c) swelling and/or edge checking. Such swelling and/or checking normally occurs in all wood products as they expand and contract in response to changes in climatic conditions.
- d) design, application or construction of the structure on which the Product(s) are installed.

### 6. RESPONSIBILITY OF PURCHASER OR OWNER

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) INCLUSIVE IS A CONDITION TO MAIBEC CANEXEL'S OBLIGATIONS UNDER THIS WARRANTY AND THE FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER AND PURCHASER MAY HAVE AGAINST MAIBEC CANEXEL:

- a) Any Purchaser or Owner seeking remedies under this warranty must notify Maibec CanExel, at the number listed below, within 90 days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repair. This notice should include the date on which the Product(s) application was completed. It is the Owner's responsibility to establish the date of installation.
- b) Maibec CanExel must be given a 90-day opportunity to inspect the Product(s). Upon reasonable notice, the Purchaser or Owner must allow Maibec CanExel's agents to enter the property and structure on which the Product(s) is applied to inspect such Product(s).

### 7. GOVERNING LAW

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the province of Quebec and must be interpreted according to those laws. Any dispute between the parties will be heard by the courts of the judicial district of Quebec, to the exclusion of any other court.

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

The provisions of this warranty do not preclude the operation of any applicable provincial statute or state law which in certain circumstances may not allow some of the limitations and exclusions described in this warranty.

For further product information in the US and Canada, please call Customer Support.

Maibec CanExel™ S.E.C.  
202 – 1984, 5<sup>e</sup> rue  
Lévis (Québec)  
G6W 5M6 Canada

Toll-Free-Number: 1 800 363-1930  
info@maibec.com