



## Limited Lifetime Warranty

The Tapco Group™ (TTG), a Headwaters Company, warrants<sup>1</sup> to the original homeowner that, Foundry® Shakes, Foundry® Staggered, Foundry® Shingles, Foundry® Perfection Shingles, Foundry® Shapes, Foundry® Stone Collection, and Foundry® Weathered Collection (collectively referred to in the remainder of this document as, the “product” or the “products”) sold by TTG whether in the United States of America or in any foreign country will be free from manufacturing defects resulting in peeling, flaking and blistering when subject to normal use. Subject to the provisions that follow, provided that the original homeowner retains ownership of the property and is able to establish the date of purchase and the original cost of both the defective products and their installation to TTG’s reasonable satisfaction, should any manufacturing defect occur during the lifetime of the original homeowner, TTG will, at its sole option, either a) pay an amount equal to the reasonable cost to repair, or replace, at its option, any defective products or b) refund the amount paid by the original homeowner for the defective products plus the cost of the original installation of the defective products. The lifetime coverage in this warranty applies only to individual homeowners and does not extend to commercial applications. The lifetime coverage offered by this warranty automatically ends upon the first to occur of the following: a) the sale of the property; or b) the death of the last of the original owners of the property at the time of installation of the products on homeowner’s home.

No product replacement under this warranty will act to extend the warranty period as provided in this document. Any replaced product shall be warranted only for the duration of the warranty period applicable at the time the products were replaced. In the event of damage caused by hail during the warranty period, before any warranty coverage shall apply, it is the homeowner’s responsibility to pursue the cost of replacement or repair of damaged material through homeowner’s insurance and/or any other applicable insurance coverage. Any cost incurred by the owner in excess of the insurance contribution will be reimbursed by TTG (excluding any insurance deductible) except that TTG will not be liable for costs in excess of the value of the replacement material required complete the repair. TTG will not be responsible for the cost of the labour required to install the replacement product or to remove and dispose of the hail-damaged product. In any event, TTG reserves the right, at its sole option, in lieu of paying for replacement or repair costs, to refund the amount paid by the original owner for the hail damaged products plus the cost of the original installation of the hail damaged products.

For any and all products purchased by, or installed upon, property owned by corporations, government agencies, partnerships, trusts, religious organisations, schools, condominiums or co-operative housing units, apartment buildings or any other type of building or premises which is not a standalone residential home occupied by individual homeowners, the warranty period will be 50 years from the purchase of the product and the coverage extended shall be an amount equal to the reasonable cost of replacement material, labour and disposal multiplied by the prorated percentage shown in the 50-year Warranty Coverage Schedule below to repair, or replace, at its option, any defective products. In any event, TTG reserves the right, at its sole option, in lieu of paying to repair, replace, or coat the defective products, to refund the amount paid by the original owner for the defective products plus the cost of the original installation of the defective products.

### Transferability

If there is a change in ownership from the original owner to a new owner, this warranty may be transferred to the new owner provided that the transfer occurs during the first five years after the date of purchase of the warranted products. It may only be transferred by the individual owner who had the products installed to the individual to whom he sells his home. It may not thereafter be transferred again. To transfer rights under this warranty, the transferee must send to TTG reasonable evidence of: 1) the transfer of ownership of the property from the individual who originally had the products installed; 2) proof of the date of purchase of the products; 3) £64/€77 which is TTG’s fee to process the transfer. These items must be received by TTG within 60 days of the transfer of ownership of the property to the transferee of the warranty. Failure to do so within 60 days will void the warranty. In the event of a permitted transfer, the effective date of the warranty for pro-ratio purposes will remain the date of original purchase of the warranted products by the original property owner. In the event of a qualified transfer, the permitted transferee shall be subject to pro-ratio in the 50 Year Warranty Coverage Specification below to account for usage received. In any event, coverage provided shall in no event exceed the original purchase price of any defective material. The warranty protection provided against excessive fading is not transferable from the original property owner.

### Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond the control of TTG, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Installation or defects resulting from installation;
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of, or damage to the wall or material on which the product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building;
- Any other cause not involving manufacturing defects in the material supplied by The Foundry;
- Excessive fade warranty is for 10 (ten) years from the date of the original installation of the product;
- Any repair or replacement panels may have a gloss or colour difference due to normal weathering and such difference would not be considered defective;
- Distortion or warping due to additional or unusual heat sources, including without limitation, reflected light, specifically including but not limited to reflections from nearby windows (particularly when such windows incorporate Low-E glass) whether such windows are the property of the homeowner or another party, and heat build-up caused by inadequate roof ventilation, and any other cause not involving inherent manufacturing defects in the material supplied by The Foundry.

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<sup>1</sup> This warranty is effective 1st November 2010 and supersedes all previously published versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.

*The products are not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mildew, exposure to harmful chemicals, or normal weathering resulting from exposure to the elements.*

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any coloured surface to fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which TTG has no control.

The appearance of the Foundry's Weathered Collection™ products is expected to change gradually over time. TTG warrants the Weathered Collection finish only against excessive finish loss, which shall be determined solely by TTG. This limitation relating to loss of finish shall not affect the limited lifetime warranty protection provided on the underlying product. TTG warrants the products against excessive fading beyond normal weathering if caused by a manufacturing defect, and if reported to TTG in accordance with the notice provision contained in the "Customer Responsibilities" portion of the warranty. Excess fading is defined by a change in colour greater than four (4) Hunter units (as calculated according to ASTM D2244). TTG shall have sole discretion to determine whether the product has faded beyond normal weathering as identified above. If the product is determined to have excessively faded, TTG will pay to repair or replace, at its option, the defective product. In any event, TTG reserves the right, at its sole option, in lieu of paying to repair or replace the excessively faded products, to refund the amount paid by the original owner for the excessively faded products plus the cost of the original installation of the excessively faded products.

**Other Conditions**

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF TTG. TTG HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TTG BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY. TTG DOES NOT AUTHORISE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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

TTG reserves the right to discontinue any colour at any time.

**Customer Responsibilities**

Foundry products can be registered on-line at: [www.Foundry-Siding.com](http://www.Foundry-Siding.com). On-line registration does not eliminate the other requirements of this section to file a claim, however. The warranty claimant must notify TTG within 30 days of discovering the basis for a claim under this warranty in writing and provide proof of the date of purchase, as well as proof of property ownership and/or an allowed transfer of ownership. All notifications should be sent to:

The Foundry, Attn: Warranty Department Unit 32 Tokenspire Business Park, Hull Road, Woodmansey, Beverley, East Yorkshire, HU17 0TB, United Kingdom

The owner may be required to submit a sample of any defective material to TTG for laboratory analysis. TTG will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, TTG, within a reasonable amount of time after the inspection, will satisfy its obligations under this warranty.

TTG must be allowed a reasonable opportunity to determine and fulfil its obligations under this warranty before the homeowner or others make any repairs. The homeowner's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for repairs or other work done by third parties.

<b>Lifetime Warranty Coverage Schedule</b>	
	<b>Share of Purchase Price Paid by Original Homeowner That TTG Will Pay Toward a Covered Claim</b>
During term of Original Purchaser's Ownership of the Property	100%

<b>Fifty Year Pro-Rated Warranty Coverage Schedule</b>	
<b>Number of Years Since Date of Purchase of Warranted Product by Original Homeowner</b>	<b>Share of Purchase Price Paid by Original Homeowner That TTG Will Pay Toward a Covered Claim</b>
0-5 years	100%
6 years	90%
7 years	80%
8 years	70%
9 years	60%
10 years	50%
11 years	40%
12 years	30%
13 years	20%
14 to 50 years	10%