



NOVIK SIDING PRODUCTS Limited Lifetime Warranty ¹

Novik ("Novik") Siding and Novik accessories (the "products") are manufactured by Derby Building Products Inc. ("Derby") in accordance with high standards and under tight quality controls. The products will not rust or corrode since they are made out of a polypropylene formula. The guarantees offered by Derby cover only products or part thereof that Derby considers defective.

This warranty coverage

Limited Lifetime Warranty on manufacturing defects: Derby warrants to the owner of the building at the time of installation that the products are free from manufacturing defects provided that they are installed in accordance with the rules of art and the instructions provided by Derby.

Limited Fade Warranty: Derby warrants the products against excessive fading as per the definition of "excessive fading" and for the specified time periods cited in the table of Fade Limited warranty cited below (pp 2, 3).

Limited warranty against damage caused by hail: Derby also offers a limited warranty against hail damage, fully outlined below (p.3).

Duration of warranty

Limited Lifetime Warranty on manufacturing defects: If you are an individual, this Limited Lifetime Warranty is valid for the life of the building on which the products were originally applied for as long as you stay owner, without any depreciation. If you are not an individual (for example, if you are a company, a co- ownership, a cooperative housing corporation, a trust, a Foundation, an unincorporated association, a school, a church, a government or public body etc.), the warranty period is 50 years from the date of original installation of the products prorated as in the table of the guarantee terms below (p.2). In all cases, this Limited Lifetime Warranty can be transferred with the building prorated in accordance with the terms of the warranty outlined in the table below (p. 2).

Limited Fade Warranty: the guarantee against excessive fading of Novik takes effect on the date of initial installing of the products. For more details, see the table of the terms of the warranty against discoloration. **Limited Warranty against damage caused by hail:** the duration of the Novik warranty against damage caused by hail corresponds to the duration of the Novik warranty against manufacturing defects and remains valid after the transfer of the building in accordance with the terms of the Novik Limited Lifetime Warranty.

What we will do

Limited Lifetime Warranty on manufacturing defects: If you are an individual and you are still owner and Derby determines that a product is defective in accordance with the definition of the present warranty, Derby, at its expense, at its discretion will: (1) repair, replace or apply a covering on the defective siding or (2) refund the amount paid by the original purchaser for the purchase of the products and the cost of the initial installation or (3) replace the defective products and reimburse labor costs as it deems reasonable under the conditions of the market price. In these cases, Derby will assume the liability in accordance with the terms and limitations of the Warranty table below.

¹ This warranty is effective May 25, 2023 and supersedes all previously versions. It shall remain effective until such time as Derby distributes a subsequent superseding version.

If you are not an individual, or if you are a subsequent purchaser, depending on the option chosen by Derby, its liability shall be limited to the percentage determined in the table below.

The terms of the warranty table

Number of years since the purchase and the date of submission of a claim	Portion of Derby Responsibility
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Initial purchasers of the products installed on a residential building

Original owner (in the case of an individual)	100%
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Other buyers or subsequent owners

0-5 years	100 %
More than 5 years and less than 7 years	90 %
More than 7 years and less than 8 years	80 %
More than 8 years and less than 9 years	70 %
More than 9 years and less than 10 years	60 %
More than 10 years and less than 11 years	50 %
More than 11 years and less than 12 years	40 %
More than 12 years and less than 13 years	30 %
More than 13 years and less than 14 years	20 %
More than 14 years and less than 50 years	10 %

Limited warranty against fading (other than normal aging - see Exclusions). *

Derby warrants the products against excessive fading beyond normal aging caused by weather, subject to the inspection of a sample of siding and provided that you have completed the preventive maintenance at least once per year, i.e., the cleaning described in the "Maintenance" section below. Derby can, at its discretion, (1) repair or replace the defective products or (2) refund the amount paid by the original purchaser for the purchase of the products and the cost of the initial installation of the products or (3) replace the defective products, and reimburse labor costs as it deems reasonable under the conditions of the market price. Depending on the option chosen by Derby, its liability shall be limited to the percentage determined in the table below.

Fade Limited warranty table of conditions:

"Excessive fading" means fading that exceeds the Delta E (Hunter) measurement unit indicated in the following table for the products that you have purchased. Derby reserves the right to determine if the products or part thereof have suffered from excessive fading.

Solid COLORS
<ul style="list-style-type: none"> Four Delta E (Hunter) units for ten years from the date of initial installation.
VARIEGATED OR PAINTED COLORS
<ul style="list-style-type: none"> Seven Delta E (Hunter) units for seven years from the date of initial installation.

Number of years since the installation and the date of submission of a claim	Portion of Derby Responsibility
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0-4 years	100 %
5 years	80 %
6-10 years (integrated) 6-7 years (painted)	60 %

*** The warranty against fade is not transferable.**

Limited hail damage Warranty: you must request the reimbursement of the costs of repair or replacement for Novik materials damaged in your or any other applicable insurance or homeowner's insurance policy. After getting the refund from your insurance, if you have incurred expenses to buy products that are needed to replace the Novik products that have been damaged by the hail and if such expenses are greater than the amount paid by your insurance (excluding your insurance deductible), we will refund the difference up to a maximum of the cost of the equivalent quality products that replace the damaged products. You must pay all costs that exceed such costs. We assume no responsibility for the labor costs incurred to remove, replace or install any products.

In the event of repair, replacement or refinishing the products under this Warranty, it will extend only for the remaining period of the original Warranty.

If we decide to repair or replace a damaged product under this Warranty, we will also cover reasonable labor costs at our discretion.

What is not covered by this warranty (Exclusions)

Exclusions to the warranty:

1. Use of a pressure washer device will void the warranty
2. 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.
3. Abrasive materials that will abrade the product surface such as wire brushes, steel wool, sandpaper, pressure washing, or stiff cleaning tools.
4. Damage arising from improper, defective, or non-adherence to the rules of art or to the prevailing building and construction codes or Novik product instructions;
5. Damage due to an inappropriate storage before the installation of the products;
6. Normal aging caused by bad weather which is defined as damaging effects of sunlight and extremes of weather and atmosphere that may cause discoloration of any surface or cause it to become soiled or stained. Atmospheric elements cause gradual and uniform changes over time. Normal aging caused by the weather varies depending on air quality, pollution, the location of buildings or other local conditions over which Derby has no control.
7. Accidental damage;
8. Soil compaction;
9. Shrinkage or distortion of the building structure;
10. Distorted or melted coating due to an external heat source, including but not limited to a barbecue grill, fire or reflection by windows, doors or other objects;
11. Lightning, hurricanes, tornadoes, windstorms, floods, earthquakes, war or other natural disasters or Acts of God;
12. Harmful chemicals (including pesticides and cleaning products).

13. Fumes or vapors;
14. Damage caused by vegetation, insects, animals and organisms;
15. Airborne stains, mold or mildew accumulation;
16. Surface deterioration due to air pollution, sand or salt raised by the wind and the accumulation of chemicals;
17. Siding that has been power washed;
18. Improper use or abuse;
19. Vandalism;
20. Negligence on the part of the original owner or a subsequent owner to perform the preventive maintenance of the products. (see "Maintenance Instructions");
21. Impact of foreign objects;
22. Products which have been painted or dyed or whose surface has been altered in any way without obtaining the prior written consent of Derby;
23. Installation on a non-vertical wall;
24. Vertical or diagonal installation on a wall;
25. Any other cause that Derby cannot reasonably control.

Other limitations

1. This warranty covers only genuine Novik coatings and accessories. You should be sure that the coatings and installed accessories are Novik products.
2. Derby has no responsibility relating to the quality of labor of initial installation, nor to the choice of your contractor.
3. Due to the normal aging caused by weather, the gloss and color of the replacement products may differ from the products originally installed on the building.
4. In the event that any warranty applies, the Derby liability is strictly limited to products or part thereof which are defective in the opinion of Derby.
5. We reserve the right to no longer offer or to modify any model or any color of any products at any time without notice and without liability. If for any reason a product is no longer available at the time where you make a warranty claim, we can substitute it with another product at our discretion determined by us to be of comparable price and quality.

6. The warranties set out in this Warranty are the only warranties available for the products. We are not responsible for any other express or implied, oral or written warranty, offered or promised by other people such as warranties of the merchants, representatives, contractors, installers or distributors of the products.
7. WE EXCLUDE AND WE ARE NOT RESPONSIBLE FOR ANY DISORDER, DISADVANTAGE, FEES, COSTS, EXPENSES OR ANY OTHER CONSEQUENTIAL, INCIDENTAL OR ACCESSORY DAMAGE OTHER THAN THOSE DESCRIBED IN THIS CERTIFICATE OF WARRANTY.
8. THIS WARRANTY IS YOUR ONLY WARRANTY AND REPLACES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty gives you specific legal rights. You may have other rights depending on your State or province of residence. IF YOUR STATE OR PROVINCE OF RESIDENCE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXCLUSIONS OR LIMITATIONS ABOVE OR PART OF THEM MAY NOT APPLY TO YOU.

THE FOLLOWING DEFINITIONS APPLY TO THIS DOCUMENT:

Coverage means the extent of our commitment to respond to any claim relating to the siding.

First recipient of the transfer means the first individual or entity to which an interest of the initial purchaser in the building on which the coating was initially installed is transferred or sold voluntarily or involuntarily as a gift or as a result of a sale, or by the operation of a law after the initial coating installation.

Purchase and installation price means (a) the total initial cost of the coatings which is defective or which must be replaced plus (b) the total initial cost of labor for the installation of the coating that is defective. If we cannot determine these amounts in the original documents, we calculate the purchase price and installation as follows: (i) our suggested retail price in effect at the time of installation and (ii) the rate of labor in the region where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

Aging caused by bad weather means the changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Non-uniform ageing caused by bad weather, such as checker boarding on the coating, means uneven or non-uniform change in color of contiguous elements of the coating under non-uniform exposure to the sun or natural radiations, rain, normal temperature variations or other atmospheric conditions.

IMPORTANT: INFORMATION FOR THE PREVENTION OF FIRE

The rigid polypropylene coating is made from organic materials and can melt or burn when exposed to flame or excessive heat. The owners of the building, tenants, occupants, guests and external maintenance personnel must take precautions to keep sources of fire (for example, barbecue grill and combustible materials, dry leaves, mulch and trash away from the polypropylene siding.

How to register the Warranty

For all Novik materials, it is better to fill out a Warranty registration on the **www.novik.com** site registration form or send the registration by post within 60 days from the date of installation. Please return the form to Derby Building Products, Attn: Warranty Service Registration, 160, rue des Grands-Lacs, Saint-Augustin-de-Desmaures (Québec) G3A 2K1.

The Warranty is valid even if you do not send the Warranty registration form, however, the Warranty registration confirms the date of purchase of the products and helps Derby to process claims under the Warranty. Please keep your proof of purchase as it will be required if you need to submit a claim.

How to transfer the Warranty

In the case where the Warranty is transferable, you (and subsequent owners of the building, if applicable) can transfer this Warranty preferably by sending to Derby a notice within a period of 60 days from the date of the transfer of the building. The notice must include the Warranty registration number, the address of the building, the name and mailing address (if different), new owners and the date of the transfer. The notice must be sent to Derby Building Products Inc., Attn: Warranty Service Registration, 160 des Grands-Lacs, Saint-Augustin-de-Desmaures (Québec) G3A 2K1. Please keep your proof of purchase as it will be required if you need to submit a claim. Conditions of the Warranty after the transfer are described in detail above. After the transfer of the building, the new owner assumes your obligations.

How to submit a Warranty claim

You must send us a written claim within the Warranty period and within a reasonable time from the date you discovered the defect.

To submit a claim, please contact customer service at the number 1-888-847-8057 to receive a claim submittal form or on our web site to the **www.novik.com**.

You must send us: the description of the claimed defect and the date that you discovered the defect, the initial installation date, photos of defective products and the invoice of purchase of the product and for the installation.

You can send the application form by fax to 418 878-6164 or by email at **warranty@derbybp.com** or by mail to Derby Building Products Inc., 160, rue des Grands-Lacs, St-Augustin-de-Desmaures (Québec) G3A 2K1.

Derby will contact you if additional evidence and information are necessary to process the claim. It may be necessary to send us a sample of the defective product at the expense of the owner of the building. If the owner wishes that the sample be returned, Derby charges a \$ 25 handling fee. At its discretion, Derby may also at its expense delegate one of its representatives to inspect on-site products.