



## Specialty Shapes

### Limited Lifetime Warranty

The Tapco Group™ (TTG), a Headwaters Company, warrants to the original homeowner that Mid-America Specialty Shapes (collectively referred to in the remainder of this document as, the “product” or the “products”) 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 installation 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 purchaser, 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 owner 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.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.

No repair or replacement under this warranty will act to extend the original warranty period. Any repaired or replaced product shall be warranted only for the duration of the original warranty period that applied to the original products before they were repaired or 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 labor 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.

Any and all products purchased by, or installed upon, property owned by corporations, government agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be 50 years following the installation of the product and shall be an amount equal to the reasonable cost of replacement material, labor 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, the warranty may be transferred by the original property owner to the new owner under the terms and conditions of this warranty. The effective date of the warranty will remain the date of original purchase by the original purchaser of the product. The new property owner shall be responsible for establishing the product installation date at the time a claim is made to TTG’s reasonable satisfaction. The warranty coverage applicable to the new property owner shall be an amount equal to the reasonable cost of replacement material, labor and disposal multiplied by the prorated percentage shown in the 50-year Warranty Coverage Schedule below to repair, replace or coat, at its option, any defective products. In any event, TTG reserves the right, at its sole option, in lieu of providing free product, to refund a prorated portion (as indicated below) of the amount paid by the original owner for the defective product. TTG must receive notification in writing of any warranty transfer within 180 days of the closing of the sale from the original property owner to the new owner or the warranty shall be void. 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 material;
- 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 color 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, window reflections and any other cause not involving inherent manufacturing defects in the material;

*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 colored 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. 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 color greater than four (4) Hunter units (as calculated according to ASTM D2244) beyond that which normal weathering would cause in the locale in which the installed products are located.

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 AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES 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.

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

**Customer Responsibilities**

The homeowner/consumer must notify TTG in writing within 60 days of discovery of any manufacturing defect, hail damage, or excessive fading, and provide proof of the date of purchase, the date of installation, and proof of property ownership and/or an allowed transfer of the warranty. 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 roof installed; 2) proof of the purchase date of the roofing material; 3) Proof of the date the product was installed; and 4) \$100 which is TTG's fee to process the transfer. These items must be received by TTG within 180 days of the transfer of ownership of the property to the transferee of the warranty. Failure to do so within 180 days will void the warranty. This warranty may only be transferred one time. That is, it may only be transferred by the individual owner who had the roof installed to the individual to whom he sells his home. It may not thereafter be transferred again.

All notifications should be sent to:

Mid-America Siding Components  
Attn: Warranty Department  
29797 Beck Road  
Wixom, MI 48393

The homeowner 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.

**Lifetime Warranty Coverage Schedule**

	<b>TTG's Share of Warranty Obligation</b>
Original Purchaser's Ownership of the Property	100%

**50-Year Warranty Coverage Schedule**

<b>Number of Years of Use Obtained After Installation</b>	<b>TTG's Share of Warranty Obligation</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%
14-50 years	10%

This warranty applies to product purchased on or after March 1, 2004.