

# EVERLAST®

*Advanced Composite Siding*

## Chelsea Building Products, Inc. Everlast® Advanced Composite Siding Limited Lifetime Warranty

Effective January 31, 2019

### WHAT IS WARRANTED

Chelsea Building Products, Inc. (Chelsea), subject to the conditions and limitations listed herein, warrants Everlast® Advanced Composite Siding (Everlast® Siding) to be free from defects in material and manufacture. When used for its intended purpose, when subject to normal and proper use, and when properly installed and maintained according to Chelsea's most recently published installation instructions at the time of installation, Everlast® Siding will resist damage caused by termite attacks, and will not rot or delaminate. It is further warranted against excessive color change, peeling, flaking, cracking, rusting, blistering, and corroding.

### LIFETIME HAIL PROTECTION

In addition, Everlast® Siding is warranted, as set forth below, against damage caused by hail, to the extent that such damage is not covered by the Homeowner's insurance policy or other applicable insurance coverage(s).

### REMEDIES UNDER THIS WARRANTY

Should any manufacturing defects occur during the lifetime of the original purchaser (the "Homeowner(s)"), and as long as the Homeowner(s) is still living and retains ownership of the property, Chelsea will, at its option, repair, or replace Everlast® Siding determined by Chelsea to be defective, provided, however, that in lieu of repair, or replacement, Chelsea reserves the right to refund to the Homeowner(s) the portion of original cost for the defective Everlast® Siding plus the cost associated with the initial installation of the defective Everlast® Siding. The Homeowner(s) must comply with Chelsea's warranty claim procedures, including providing all required documentation and permitting inspection of the damaged item.

In case of hail damage, if such damage is not fully covered by the Homeowner's insurance or the Homeowner(s) has no insurance coverage, Chelsea will furnish to the Homeowner(s) replacement materials only, equal in quantity to the material damaged by hail. The Homeowner(s) shall be responsible for payment of all removal, installation, labor and freight costs, insurance deductibles, and for the purchase of any additional products desired by the Homeowner(s) to replace undamaged products. In the event that the hail damage is fully covered by the Homeowner(s) insurance, whether or not the Homeowner(s) files a claim, Chelsea shall not be responsible for any costs or materials related to the hail damage.

### WHO IS COVERED, AND FOR HOW LONG

**ORIGINAL HOMEOWNER:** The lifetime coverage in this Warranty covers Everlast® Siding installed by the individual Homeowner(s) on a single family home. The lifetime coverage offered by this Warranty automatically ceases upon the sale of the property or death of the last of the original Homeowner(s) still owning the property.

**SUBSEQUENT HOMEOWNERS:** Upon change in ownership of the property from the original Homeowner(s), this Warranty may be transferred to the new owner(s) ("Subsequent Transferee(s)") as a Fifty (50) Year Prorated Warranty from the date of the original documented installation; provided that Chelsea is notified in writing by the Subsequent Transferee(s) within forty-five (45) days of the real estate title transfer.

**COMMERCIAL:** Siding purchased by or installed upon property owned by corporations, governmental 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 single family residence, will be warranted for a period of fifty (50) years from the date of the original documented installation, per the pro-rated schedule contained in this Warranty, and is transferable under the terms and conditions of this Warranty.

### LIMITATIONS AND EXCLUSIONS

CHELSEA SHALL NOT BE LIABLE FOR, AND THIS WARRANTY DOES NOT APPLY TO, ANY FAILURE, DEFECTS OR DAMAGES RESULTING FROM OR CONNECTED WITH MISUSE, DAMAGE CAUSED OR CREATED BY ANIMALS, NEGLIGENCE OR IMPROPER STORAGE, IMPROPER INSTALLATION, OR INSTALLATION OR USE NOT IN ADHERENCE TO NORMAL INDUSTRY STANDARDS OR CHELSEA'S WRITTEN INSTRUCTIONS; IMPACT OF FOREIGN OBJECTS, FIRE, HURRICANE, LIGHTNING, TORNADO, OR OTHER VIOLENT STORM OR CASUALTY, OR ACTS OF GOD; DEFECTS IN, FAILURE OF OR DAMAGE TO THE SUBSTRATA WALL ON WHICH THE PRODUCT WAS APPLIED CAUSED BY MOVEMENT, DISTORTION, CRACKING, IMPROPER MANUFACTURE OR SETTLING OF SUCH WALL OR THE FOUNDATION OF THE BUILDING; EXPOSURE TO HARMFUL CHEMICALS, AIRBORNE STAINS, MOLD, MILDEW OR POLLUTANTS; FAILURE OF THE HOMEOWNER(S) TO PROVIDE NORMAL MAINTENANCE TO THE PRODUCTS (SEE "NORMAL ROUTINE MAINTENANCE" BELOW); DISTORTION OR WARPING DUE TO INTERNAL, EXTERNAL OR UNUSUAL HEAT SOURCES, INCLUDING WITHOUT LIMITATION, REFLECTION FROM WINDOWS, DOORS OR OTHER OBJECTS, BARBECUE GRILLS, FIRE PITS, AND FIREPLACES; HEAT BUILDUP CAUSED BY INADEQUATE ROOF VENTILATION; AND ANY OTHER CAUSE NOT INVOLVING INHERENT MANUFACTURING DEFECTS IN THE MATERIAL SUPPLIED BY CHELSEA. CHELSEA RESERVES THE RIGHT TO DISCONTINUE OR MODIFY ANY OF ITS PRODUCTS, INCLUDING THE COLOR OF EVERLAST® SIDING, WITHOUT NOTICE TO THE HOMEOWNER(S) AND SHALL NOT BE LIABLE TO THE HOMEOWNER(S) AS A RESULT OF SUCH DISCONTINUANCE OR MODIFICATION, NOR SHALL CHELSEA BE LIABLE IN THE EVENT THE REPLACEMENT MATERIAL VARIES IN COLOR, GLOSS OR SURFACE FINISH IN

COMPARISON TO THE ORIGINAL PRODUCT AS A RESULT OF NORMAL WEATHERING. IN THE EVENT THAT A PRODUCT OR COLOR IS DISCONTINUED AND AN EQUIVALENT REPLACEMENT IS NOT AVAILABLE, CHELSEA WILL REMUNERATE THE CONSUMER FOR THE PRO-RATED VALUE (SET FORTH BELOW) FOR THE DEFECTIVE MATERIAL FOR WHICH A WARRANTY CLAIM HAS BEEN ISSUED.

THIS WARRANTY DOES NOT APPLY TO EVERLAST® SIDING WHICH HAS BEEN PAINTED, VARNISHED, REFINISHED, OR SIMILARLY COATED OVER THE CHELSEA'S ORIGINAL FINISH.

EVERLAST® SIDING IS NOT WARRANTED AGAINST DISCOLORATION CAUSED BY AIR POLLUTION, ACID RAIN, OXIDATION, OR EXPOSURE TO HARMFUL CHEMICALS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EVERLAST® SIDING IS NOT WARRANTED AGAINST NORMAL WEATHERING RESULTING FROM THE ELEMENTS. NORMAL WEATHERING IS DEFINED AS THE DAMAGING EFFECTS OF SUNLIGHT AND EXTREMES OF SUNLIGHT, WEATHER AND ATMOSPHERE THAT MAY CAUSE ANY COLORED SURFACE TO CHALK, FADE, OR BECOME SOILED OR STAINED OVER TIME. IT IS NORMAL FOR WEATHERED PRODUCTS TO HAVE SLIGHT SHADE DIFFERENCES BETWEEN PORTIONS OF THE PRODUCT PANEL EXPOSED TO SUNLIGHT AND ANY AREA OF THE PRODUCT THAT IS PROTECTED FROM THE SUN. THIS IS CONSIDERED NORMAL WEATHERING, AND IS NOT INDICATIVE OF A DEFECT IN THE PRODUCT. THE DEGREE TO WHICH NORMAL WEATHERING OCCURS DEPENDS ON AIR QUALITY, THE BUILDING'S LOCATION, AND OTHER TERRITORIAL CONDITIONS OVER WHICH CHELSEA HAS NO CONTROL. CHELSEA SHALL HAVE SOLE DISCRETION TO DETERMINE WHETHER ANY EVERLAST® SIDING HAS WEATHERED BEYOND THE SCOPE OF NORMAL WEATHERING, AND WILL BASE THAT CONCLUSION ON A MEASUREMENT BY A RECOGNIZED, INDUSTRY-APPROVED COLOR MEASUREMENT DEVICE TO DETERMINE THE AMOUNT OF COLOR CHANGE.

### WARRANTY TRANSFER TO SUBSEQUENT OWNER(S)

Upon change in ownership, this Warranty may be transferred to the new owner(s) ("Subsequent Transferee(s)") as a Fifty (50) Year Prorated Warranty; provided that Chelsea is notified in writing by the Subsequent Transferee(s) within 45 days of the real estate title transfer. The Color Protection of this warranty is transferable, prorated up to 10 years from the original date of installation.

#### Notification must be mailed to:

Chelsea Building Products, Inc.  
Everlast® Warranty Claims Support  
PO Box 110100  
Pittsburgh PA 15232  
Phone: Toll Free (844) 494-7920

The prorated Warranty coverage is in accordance with the following schedule:

Owner	Maximum Replacement Percentage <sup>1</sup>	Years After Installation
<b>ORIGINAL HOMEOWNER</b>	<b>100%</b>	<b>LIFETIME</b>
<b>Subsequent Transferee(s)</b>	<b>100%</b>	<b>0 - 5</b>
	<b>60%</b>	<b>6</b>
	<b>50%</b>	<b>7</b>
	<b>40%</b>	<b>8</b>
	<b>30%</b>	<b>9</b>
	<b>20%</b>	<b>10</b>
	<b>10%</b>	<b>11-50</b>

#### Notes

<sup>1</sup> Maximum Replacement Value is the percentage of the original cost for materials and installation for the defective Everlast® Cladding that Chelsea will cover under this Warranty (in materials and labor, or reimbursement, at Chelsea's discretion).

### SUBMITTING A WARRANTY CLAIM

If the product exhibits what the Homeowner(s) or Subsequent Transferee(s) believes to be a manufacturing defect covered under the terms of this Warranty, the Homeowner(s)/Subsequent Transferee(s) must notify Chelsea in writing promptly following the discovery of the defect, and shall submit with such notification a full description of the claimed defect, along with the Homeowner's/Subsequent Transferee's name, address, telephone number, date of installation, and a copy of this Warranty. Such notification must be made within sixty (60) days of the date that the claimed defect is first discovered, or reasonably could have been discovered. Chelsea will reply to written notifications within a reasonable period of time following receipt of such notifications, and reserves the right to require that additional information and/or evidence of the claimed defect be provided by the Homeowner(s)/Subsequent Transferee(s) upon request. Failure to timely supply all requested information shall result in denial of the claim. Further, Chelsea reserves the right to inspect the products claimed to be defective within a reasonable period of time subsequent to receipt of the written notification. Homeowner(s)/Subsequent Transferee(s) agree to grant Chelsea reasonable access to the property to inspect the defective products. If Chelsea is not permitted to access the property within thirty (30) days of contacting the Homeowner(s)/Subsequent Transferee(s), the claim shall be denied and the Warranty shall be voided.

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**COLOR PROTECTION ON EVERLAST® SIDING**

Chelsea will, at its sole option, repair or replace Everlast® Siding that has changed color in excess of four (4) Hunter Lab units, as measured by a recognized, industry approved color measurement device; provided, however, in lieu of repair or replacement, Chelsea reserves the right to refund the prorated amount paid by the Homeowner(s) for the defective Everlast® Siding, plus the portion of the original cost to the Homeowner(s) for installation of the defective product. If the original costs cannot be documented by the Homeowner(s), Chelsea shall have sole discretion to determine the amount of refund, if any. In case of repair or replacement of Everlast® Siding covered under this Warranty, Chelsea shall be responsible for the cost of the pre-approved labor and materials.

**NORMAL ROUTINE MAINTENANCE**

- Wash using a soft bristle brush. Use only a soft bristle brush to avoid smearing the stain into the grooves of the texture. Clean gently to avoid surface abrasion. After cleaning, rinse area with water with a garden hose.
- To wash an entire house, start at the bottom and work up to the top, then rinse back down from top to bottom in order to prevent streaking.
- For difficult-to-remove dirt and stains such as top soil, motor oil, lithium grease, crayon, felt-tip pen, caulking, lipstick, grass, bubble gum, mold and mildew, use readily available household cleaners such as those included in the list below.
- Most cleaners are inefficient in cleaning stains such as pencil, paint, oil and tar. In these cases, you may wish to use a mild abrasive cleaner, such as Soft Scrub®, Ajax®, Bon Ami®, etc., but the use of any abrasive material could have a negative effect on surface appearance and void this Warranty.
- Do not use cleaners containing organic solvents or other aggressive ingredients because they could affect the surface appearance of the siding and void this Warranty. Examples of such cleaners are: chlorine bleach, liquid grease remover, strong soaps and detergents containing organic solvents, nail polish remover, paint remover, isopropyl alcohol and furniture polish/cleaners.
- NOTE: Do not use a pressure washer.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

**CLEANERS FOR STAIN REMOVAL ON EVERLAST® PRODUCTS**

STAIN	CLEANERS <sup>2</sup>
Bubble Gum:	Fantastic® cleaner, Murphy's Oil Soap®, solution of vinegar (30%) and water (70%), Windex®
Crayon:	Lestoil®
Oil-Based Caulk:	Fantastic®
Felt-tip Pen:	Fantastic®, water-based cleaners
Grass:	Fantastic®, Lysol®, Murphy's Oil Soap®, Windex®
Lipstick:	Fantastic®, Murphy's Oil Soap®
Lithium Grease:	Fantastic®, Lestoil®, Murphy's Oil Soap®, Windex®
Mold & Mildew:	Fantastic®, solution of vinegar (30%) and water (70%), Windex®
Motor Oil:	Fantastic®, Lysol®, Murphy's Oil Soap®, Windex®
Oil:	Soft Scrub®
Paint:	Soft Scrub®
Pencil:	Soft Scrub®
Rust:	Fantastic®, Murphy's Oil Soap®, Windex®
Tar:	Soft Scrub®
Top Soil:	Fantastic®, Lestoil®, Murphy's Oil Soap®

<sup>2</sup> Notes  
Cleaning materials are listed in alphabetical order. Chelsea does not endorse any of these third party products or processes and makes no warranties for the products referenced herein. Reference to these listed cleaners is for illustrative purposes only and is not intended to imply that there are not equally effective alternatives. The trademarks and trade names for the cleaners are the property of their respective owners. Use of any of the cleaners does not imply any affiliation with or endorsement by the companies that supply those cleaners.

ISSUED TO/CUSTOMER NAME: \_\_\_\_\_

CUSTOMER EMAIL: \_\_\_\_\_

INSTALLATION DATE: \_\_\_\_\_

INSTALLATION ADDRESS: \_\_\_\_\_

\_\_\_\_\_

(COMPLETE ADDRESS)

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CONTRACTOR PHONE: \_\_\_\_\_

CONTRACTOR EMAIL: \_\_\_\_\_

SELECT EVERLAST PANEL PROFILE: 6-7/8" \_\_\_\_\_ 4.5" \_\_\_\_\_

SELECT EVERLAST SIDING COLOR: Antique Ivory\_\_\_ Cabernet Red\_\_\_ Canvas\_\_\_

Chestnut\_\_\_ Flagstone\_\_\_ Harbor Blue\_\_\_ Heritage Cream\_\_\_ Misty Taupe\_\_\_ Polar

White\_\_\_ Sand Dune\_\_\_ Seaside Gray\_\_\_ Slate\_\_\_ Spanish Moss\_\_\_ Willow\_\_\_

On a scale of 1-10 (10 is the best), how likely are you to recommend Everlast to a friend or family member? \_\_\_\_\_

On a scale of 1-10 (10 is the best), how likely are you to recommend your contractor to a friend or family member? \_\_\_\_\_

Submit Warranty Online at: [www.warrantydocs.com/everlast](http://www.warrantydocs.com/everlast)

**WARRANTY AND LIMITATION OF REMEDIES:**

THIS DOCUMENT SETS FORTH THE ENTIRE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CHELSEA FOR THE EVERLAST® SIDING PRODUCTS. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES REMEDIES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CHELSEA'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, OR REPLACING THE DEFECTIVE PRODUCT, AT CHELSEA'S DISCRETION, AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CHELSEA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS (INCLUDING WATER OR MOLD DAMAGE), OR FOR INJURY OR HARM TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CHELSEA'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

CHELSEA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE EVERLAST® SIDING PRODUCTS COMPLY WITH STATE, LOCAL OR PROVINCIAL LAWS, ORDINANCES, CODES OR ORDERS. THE HOMEOWNER SHOULD HAVE ITS CONTRACTOR INVESTIGATE ALL SUCH LAWS. WHILE THE EVERLAST® SIDING PRODUCTS WILL WORK IN MOST APPLICATIONS, THE PRODUCT SHOULD BE INSTALLED IN ACCORDANCE WITH LOCAL BUILDING CODES AND INSTALLATION GUIDELINES. IT IS THE RESPONSIBILITY OF THE HOMEOWNER(S) AND INSTALLER TO CONSULT LOCAL BUILDING CODES AND REGULATIONS SINCE THE EVERLAST® PRODUCTS MIGHT NOT BE SUITABLE FOR EVERY SIDING APPLICATION. FAILURE TO FOLLOW THE PRESCRIBED INSTALLATION GUIDELINES AND APPLICABLE BUILDING CODES AND REQUIREMENTS MAY AFFECT PERFORMANCE OF THE EVERLAST® SIDING PRODUCT AND COULD VOID THIS WARRANTY.

IN NO EVENT SHALL CHELSEA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR CLAIMS UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or Chelsea field representatives. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty applies to Everlast® Siding products installed on or after the Effective date set forth at the top of this document (the warranty in effect at the time the material is originally installed is the applicable warranty). This Warranty may be modified from time-to-time by Chelsea. Chelsea will provide notice of any such changes.

**IMPORTANT: FIRE SAFETY INFORMATION**

Everlast® Siding requires little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of Everlast® Siding store, handle and install Everlast® Siding in a manner that avoids damage to the product and/or the structure. Owners and Installers should take a few simple steps to protect Everlast® Siding from fire. Everlast® Siding includes organic material that will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from Everlast® Siding. When Everlast® Siding is exposed to significant heat or flame, it may soften, sag, melt, or burn, and may thereby expose material underneath. Care must be exercised when selecting underlayment materials because many underlayment materials are made from organic materials that are combustible. You should ascertain the fire properties of underlayment materials prior to installation. All Everlast® Siding should be installed in accordance with local, state, and federal building code and fire regulations.



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