

Place this card in an envelope and mail to:

KP Building Products  
Quality Assurance Manager  
402 Boyer Circle  
Williston, VT 05495

Application for Transfer  
KP Vinyl Siding  
LIFETIME LIMITED WARRANTY

Application is hereby made for the transfer of the KP warranty to:

\_\_\_\_\_  
(PRINT NAME)

The new owner of the premises upon which the original KP vinyl siding installation was made. The undersigned certify the following: (PLEASE PRINT CLEARLY)

\_\_\_\_\_  
(NAME OF FORMER OWNER)

\_\_\_\_\_  
(LOCATION OF INSTALLATION ADDRESS)

\_\_\_\_\_  
(CITY) (STATE/PROVINCE) (ZIP/POSTAL CODE)

\_\_\_\_\_  
(DATE OF INSTALLATION) (DATE OF TRANSFER)

\_\_\_\_\_  
(SIGNATURE OF FORMER OWNER) (DATE)

I expressly assent to the terms of the KP warranty.

\_\_\_\_\_  
(SIGNATURE OF NEW OWNER) (DATE)

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 LAWFULLY BE DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW.

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

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF KP WITH RESPECT TO THIS PRODUCT(S). Any dispute concerning this warranty shall be submitted to binding arbitration to a mutually agreed arbitrator; or, if the parties fail to agree, to the American Arbitration Association to be resolved using its Commercial Arbitration Rules. The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding on the parties and non-appealable.

### 6. Remedies

THIS SECTION PROVIDES FOR THE SOLE REMEDY AVAILABLE TO THE PURCHASER OR OWNER FROM KP FOR ANY FAILURE OF THE PRODUCT(S) TO PERFORM AS WARRANTED.

If the Product(s) fails to perform as warranted under this Limited Warranty or any implied warranty not disclaimed in Section 5, KP will, at its sole option and at its expense, either repair, refinish, replace or refund the original value of the Products found to be defective (subject to pro-rata under Section 2 and the Hail Damage limitation under Section 1(B)(i)). In addition, labor reimbursement expenses are at the sole discretion of KP Building Products and will be paid based on rates established by KP Building Products.

The original Limited Warranty shall apply to any replaced or repaired Product(s). The claims period for such replaced or repaired Product(s) will extend for the balance of the original warranty period in effect at the time the original Product(s) proved to be nonconforming. KP MAY DISCONTINUE, MODIFY OR CHANGE THE COLOR OF ANY PRODUCT(S) WITHOUT NOTICE AND SHALL BEAR NO LIABILITY FOR ANY SUCH COLOR CHANGE. IF KP AGREES TO REPLACE PRODUCT(S) UNDER THIS WARRANTY AND AN EXACT REPLACEMENT PRODUCT IS NOT AVAILABLE, KP MAY SUBSTITUTE ANOTHER PRODUCT IT DEEMS TO BE EQUIVALENT IN VALUE AND QUALITY.

### 7. Exclusion and Other Remedies

IN NO EVENT SHALL KP BE LIABLE TO ANY PERSON FOR AN AMOUNT GREATER THAN THE PURCHASE PRICE OF THE ORIGINAL PRODUCTS INSTALLED WHICH ARE FOUND TO BE DEFECTIVE AND THE COST OF LABOR FOR THE ORIGINAL INSTALLATION OF THOSE DEFECTIVE PRODUCTS. IN NO EVENT WILL KP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S), INCLUDING, BUT NOT LIMITED TO DAMAGE TO PROPERTY OR LOST PROFITS REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE.

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.

### 8. Responsibility of Purchaser/Owner

COMPLIANCE WITH EACH OF THE ITEMS SET OUT BELOW IN SECTIONS A and B INCLUSIVE IS A CONDITION TO KP'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 KP.

#### A. Warranty Claims

All claims under this Warranty must be sent in writing within 45 days after the discovery of the nonconformity, and before beginning any permanent repair, to KP Building Products, KP Warranty Claims 402 Boyer Circle Williston, VT 05495.

#### B. Other

(i) Owner must notify KP of any change in ownership of the home on which the Product(s) are installed within 90 days of the transfer of title.

(ii) IT IS THE OWNER'S RESPONSIBILITY TO ESTABLISH THE DATE OF INSTALLATION. The Owner should do this by retaining any records which would tend to prove when the Product(s) was installed, including but not limited to: purchase invoices and receipts, contractor's billings, service contracts, and building permits.

(iii) Upon reasonable notice, the Owner must allow KP's agents to enter the property and building on which the Product(s) is installed to inspect such Product(s). This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(iv) When required Owner shall be responsible to submit all documentation and siding samples at Owners expense.

### 9. Governing Law

All questions concerning the meaning or applicability of this limited warranty shall be decided under the laws of the State of Tennessee without reference to its choice of law rules.

### 10. Warranty Registration/Contact Information/Transfer Notices

Registering your warranty will help us answer your questions and process any claims more efficiently. Please complete the warranty registration form below and send it to us at the address below. Contact us with questions or go to our website for information on KP Vinyl Siding and other KP products at:

KP Building Products  
KP Warranty Claims  
402 Boyer Circle  
Williston, VT 05495

800-866-850-4447  
www.KPproducts.com

Printed in USA

KPW\_General/09



KP Vinyl Siding

Lifetime Limited Warranty



**Lifetime Limited Warranty**

Congratulations on your purchase of KP Vinyl Siding! KP Vinyl Siding is manufactured to the highest quality standards and designed to last for decades. Your siding is very low maintenance and typically only requires an occasional washing with soapy water. Now you can relax and enjoy the freedom of never having to paint your siding again.

**1. Lifetime Limited Warranties**

**A. Basic Lifetime Limited Warranty**

KP Building Products Inc. (“KP” warrants that its vinyl siding, soffit and accessories (the “Products”), when applied on residential applications in the United States and Canada (including prefabricated residences located or to be located on a permanent building site) will not peel, flake, rust, blister, chip, crack or rot ( a “Nonconformity”). This Basic Lifetime Limited Warranty is made to the owner of the residence at the time the Products are installed (the “Owner”), and may be transferred upon a sale or other transfer of the residence on which the Product(s) is installed subject to the limitations set out in Section 3 below.

**B. Special Lifetime Limited Warranties**

The Special Lifetime Limited Warranties in this Section B apply only to the Owner and may not be assigned or transferred.

**(i) Hail Damage.** If the Product(s) is damaged by hail KP warrants that it will provide vinyl replacement material only for the hail-damaged Product(s) to the extent the cost of replacement material is not covered by insurance. KP shall not be responsible for: (a) the payment of any installation, labor, freight; or (b) the purchase of any additional siding intended to replace Product(s) not damaged by hail.

**(ii) Fading.** KP warrants that Product(s) color changes due to exposure to normal weathering will not exceed a Delta E of 4 color units (as measured by an industry standard color measurement device). Normal weathering does not include discoloration caused by air pollution, mold, mildew or exposure to harmful chemicals.

**C. Remedies**

Please see Section 6 below for your Remedies if the Product does not perform as warranted.

**2. Claims Periods**

**A. Individual Owner.** If the Owner is an individual, the claims period for any Nonconformity, Hail Damage or Fading will be the Owner’s lifetime.

**B. Non-Individual Owner.** If the Owner is not an individual (e.g. corporation, condominium association, co-operative housing group, unincorporated association, school, church, government, or public entity), the claims period for Nonconformity, Hail Damage and Fading will be deemed to be 50 years after installation, and any recovery will be prorated under the Schedule below.

Number of years after installation	Prorated share of siding damage your warranty covers
0-5	100%
6	90%
7	80%
8	70%
9	60%
10	50%
11	40%
12	30%
13	20%
14 and over	10%

**C. Replacement Material Claims Period.** The warranty period for any Product(s) repaired, refinished or replaced under this Limited Warranty shall be equal to the remaining warranty period applicable to any Product(s) originally installed on the residence.

**3. Warranty Transfer**

**A. Basic Lifetime Limited Warranty.** KP’s Basic Lifetime Limited Warranty in Section 1A may be transferred to the subsequent owner of the residence where the Product(s) has been installed if KP is notified of change in ownership at the address specified in Section 10 below within ninety (90) days of the change. **FAILURE TO NOTIFY KP OF CHANGE IN OWNERSHIP SHALL RELIEVE KP OF ALL FURTHER OBLIGATIONS UNDER THIS LIMITED WARRANTY.** Upon change in ownership of the residence where the products were originally installed and KP’s receipt of timely notice of change of ownership, the warranty period shall be fixed at fifty (50) years from the date of original installation and will be prorated as indicated in Section 2.

**B. Special Lifetime Limited Warranties.** The Special Lifetime Limited Warranties in Section 1B for Fade Protection and Hail Damage apply only to the Owner and may not be assigned or transferred.

**4. Exclusions from Warranty Coverage**

THIS EXPRESS LIMITED WARRANTY PROVIDES A REMEDY ONLY FOR THE NON-CONFORMITIES REPORTED AND CONFIRMED IN ACCORDANCE WITH SECTION 8 BELOW. THIS WARRANTY DOES NOT PROVIDE A REMEDY FOR DAMAGE TO THE PRODUCT(S) CAUSED BY:

A. DISCOLORATION CAUSED BY AIR POLLUTION, MOLD, MILDEW OR EXPOSURE TO HARMFUL CHEMICALS.

B. DISCOLORATION CAUSED BY EXPOSURE TO THE ELEMENTS OR NORMAL WEATHERING WHICH MEASURES LESS THAN OF A DELTA E OF 4 COLOR UNITS (DETERMINED BY AN INDUSTRY STANDARD COLOR MEASUREMENT DEVICE). NORMAL WEATHERING MAY CAUSE ANY COLORED SURFACE TO FADE, CHALK BECOME SOILED AND/OR STAIN. KP HAS NO CONTROL OVER THE MANY FACTORS THAT MAY AFFECT NORMAL WEATHERING SUCH AS AIR POLLUTION IN ANY PARTICULAR GEOGRAPHIC LOCATION.

B. (1) MISUSE OR IMPROPER HANDLING, INSTALLATION OR MAINTENANCE; (2) ALTERATIONS TO THE STRUCTURE AFTER THE ORIGINAL INSTALLATION OF THE PRODUCT (S); (3) ACTS OF GOD, SUCH AS LIGHTNING, WIND STORM, HURRICANE, TORNADO, EARTHQUAKE, FLOOD OR OTHER SIMILAR SEVERE WEATHER OR SIMILAR NATURAL PHENOMENA; (4) DESIGN, APPLICATION OR CONSTRUCTION OF THE STRUCTURE IN WHICH THE PRODUCT(S) ARE INSTALLED; OR (5) TRANSPORT, STORAGE OR HANDLING OF THE PRODUCT(S) PRIOR TO INSTALLATION.

C. PRODUCT(S) NOT INSTALLED IN COMPLIANCE WITH ALL APPLICABLE BUILDING CODES AND/OR NOT INSTALLED AND MAINTAINED ACCORDING TO THE THEN CURRENT VINYL SIDING INSTITUTE INSTALLATION GUIDE.

D. INSTALLATION WORKMANSHIP.

E. ANY PRODUCT(S) WHICH IS PAINTED.

F. MISINSTALLATION OF ANOTHER PRODUCT ON THE SAME WALL.

G. USE OF ACCESSORIES WHICH DO NOT PROPERLY RECEIVE AND/OR SECURE THE PRODUCT(S) TO THE WALL.

H. IMPACT OF FOREIGN OBJECTS.

I. DAMAGE RESULTING FROM FAILURE TO COMPLY WITH KP’S INSPECTION AND MAINTENANCE REQUIREMENTS AND INSTALLATION INSTRUCTIONS.

J. FAILURE OF OR DAMAGE TO THE WALL ON WHICH THE PRODUCT(S) WERE INSTALLED CAUSED BY MOVEMENT, DISTORTION, CRACKING OR SETTLING OF THE WALL OR THE BUILDING FOUNDATION.

K. WARPING OR DISTORTION FROM EXCESSIVE HEAT SOURCES OR EXPOSURE

**5. Exclusion of Implied Warranties. No Other Express Warranties.**

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES,

**KP Vinyl Siding  
LIFETIME LIMITED WARRANTY REGISTRATION**

This Warranty Registration card should be completed and signed by the Owner/Siding Contractor and mailed to KP within 30 days of completing the vinyl installation (or, for newly constructed residence, within 30 days of acquisition by the purchaser).

Original Purchaser’s Name \_\_\_\_\_

Address Installed : (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (Zip/Postal Code) \_\_\_\_\_

(State/Prov.) \_\_\_\_\_ (Telephone) \_\_\_\_\_

Date of Installation \_\_\_\_\_ No. of Squares Used \_\_\_\_\_ Profile \_\_\_\_\_

Color \_\_\_\_\_ Product Code on Carton \_\_\_\_\_

Installed Cost (Materials & Labor) \$ \_\_\_\_\_

Siding Contractor Name \_\_\_\_\_ Siding Contractor e-mail Address \_\_\_\_\_

(Street) \_\_\_\_\_ (City) \_\_\_\_\_ (Zip/Postal Code) \_\_\_\_\_

(State/Prov.) \_\_\_\_\_ (Telephone) \_\_\_\_\_

X \_\_\_\_\_ (Date) \_\_\_\_\_  
Purchaser’s/Siding Contractor’s Signature

**KP Vinyl Siding  
LIFETIME LIMITED WARRANTY REGISTRATION**

This section is to be filled out by the purchaser or siding contractor and retained by homeowner for future reference.

Purchaser’s Name Siding Installed at \_\_\_\_\_

(Street) \_\_\_\_\_

(City) \_\_\_\_\_ (State/Prov.) \_\_\_\_\_ (Zip/Postal Code) \_\_\_\_\_

Contractor’s Name \_\_\_\_\_

Contractor’s Telephone \_\_\_\_\_

Date Installed \_\_\_\_\_ # of Squares Used \_\_\_\_\_

Installed Cost (Materials & Labor) \$ \_\_\_\_\_

X \_\_\_\_\_ (Date) \_\_\_\_\_  
Purchaser’s/Siding Contractor’s Signature