

NO FADE PRORATED 30-YEAR LIMITED WARRANTY

Wausau Supply Co., a Wisconsin corporation (“we” or “us” or “our”), extends the following no fade prorated 30-year limited warranty (“**Limited Warranty**”) to the “Original Purchaser” (defined below) of our factory-applied Diamond Kote[®] color coating and/or top coating finish (which is separate and distinct from Product manufacturer’s primer coating on the Products) (“**Finish**”) which has been applied to the Product. The “**Product**” is LP SmartSide[®] siding which is a wood siding product engineered by Louisiana Pacific or any other wood siding product to which we have applied our Finish. Original Purchaser (“**you**” or “**your**”) means the original owner of a newly constructed or remodeled dwelling which has installed the Product containing our Finish as part of the newly constructed or remodeled dwelling. This Limited Warranty extends to a builder, contractor, or developer (“**Contractor**”) of a newly constructed or remodeled dwelling in which the Product was originally installed and may be assigned by the Contractor to the first original owner of the dwelling. This Limited Warranty is limited to the terms stated in this document and is only applicable within the United States and Canada. Except as allowed below or by applicable law, you may not assign or transfer this Limited Warranty.

WHAT DOES THIS LIMITED WARRANTY COVER?

Subject to the exclusions and limitations set forth in this Limited Warranty, we warrant to you that under normal weather conditions and proper care, use, and maintenance of the Finish and the Product, the Finish is warranted against the following: (a) discoloring of the Finish due to chalking or yellowing; (b) peeling or blistering of the Finish; or (c) discoloring of the Finish due to Excessive Fade. “**Excessive Fade**” means a change in color of the Finish greater than three (3) delta E’s. Delta E’s is the technical industry term for a unit of measurement of change in color. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state to state or province to province.

PROPER USE, CARE AND MAINTENANCE:

When this Limited Warranty makes reference to normal care, use and maintenance of the Product, please see https://images.diamondkotesiding.com/wp-content/uploads/2019/03/10084656/diamond_kote_care_maintenance_guide.pdf

WHAT IS THE WARRANTY PERIOD?

This Limited Warranty is for a period of thirty (30) years from the date you or your Contractor originally purchased the Product from us or our authorized retailer or distributor (“**Limited Warranty Period**”). Any remedy provided under this Limited Warranty shall not extend the original Limited Warranty Period or create a new Limited Warranty Period.

YOUR ORIGINAL PURCHASER’S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY:

If our Finish does not conform with our Limited Warranty provided above, we will, at our option, provide you with one of the following exclusive remedies:

1. Provide you with our coating materials to recoat non-conforming areas;
2. Provide you with replacement Product containing our Finish to replace non-conforming areas; or
3. Reimburse you for coating materials which you purchase to recoat the non-conforming areas up to a maximum of \$0.25 per square foot of defective Finish.

In addition to one of the three remedies listed above, during the first seven (7) years following your date of purchase, we will reimburse you for direct labor costs you incur to remedy the non-conforming Finish up to a maximum of \$1.25 per square foot of non-conforming Finish. During years eight (8) through year fifteen (15), We will reimburse you for your labor costs to recoat the non-conforming areas according to the maximum labor reimbursement amounts below:

| | |
|----------------|------------------------|
| Year 8 | \$1.07 per square foot |
| Year 9 | \$0.94 per square foot |
| Year 10 | \$0.82 per square foot |
| Year 11 | \$0.69 per square foot |
| Year 12 | \$0.57 per square foot |
| Year 13 | \$0.44 per square foot |
| Year 14 | \$0.32 per square foot |
| Year 15 | \$0.19 per square foot |

After Year fifteen (15), we will not provide any reimbursement to you for your labor costs to recoat non-conforming areas of Finish.

To be eligible for our Limited Warranty, the surface recoating or installation of the replacement Product must occur within the Limited Warranty Period.

Depending on the timing of your warranty claim, we may no longer carry the same Finish that was used on your Product. If the Finish on your Product is obsolete or no longer produced by us, we will make a new Finish available to you in one of our then current Finish offerings. If your Finish is repainted or Product replaced, we cannot guarantee an exact match with the finish or appearance of your then existing Product. This is due to changes that may occur during the natural aging process of the Finish affecting its color and/or grain.

EFFECTIVE OCTOBER 1ST, 2021

NO FADE PRORATED 30-YEAR LIMITED WARRANTY (CONT.)

DIAMOND KOTE[®]
Building Products

The foregoing are your sole and exclusive remedies for any non-conforming Finish covered by this Limited Warranty. By way of example but not limitation, the following costs and expenses are not covered by this Limited Warranty: (a) labor costs for the original installation, removal, disposal, or reinstallation of the Product which contains non-conforming Finish; (b) labor costs or material charges for the removal, disposal, reinstallation, repainting, refinishing, or replacement of any other items or building materials which must be removed, replaced, reinstalled, or refinished in order to repair or replace the Product which contains non-conforming Finish; (c) labor costs or material charges for improper installation of the Product; and (d) installation of Product which is known or should be known as non-conforming by inspection prior to installation.

DISCLAIMER OF OTHER WARRANTIES:

THIS LIMITED WARRANTY IS OUR SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE FINISH. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY APPLICABLE TO THE FINISH AS STATED ABOVE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

WHAT THIS LIMITED WARRANTY DOES NOT COVER (EXCLUSIONS):

This Limited Warranty does not apply to non-conforming Finish which arises from any of the following: (a) air pollution, mildew, or exposure to harmful chemicals; (b) acts of God such as tornado, hail, hurricane, earthquake, flood, lightning, fire, any natural disaster, or extreme weather event; (c) external factors beyond our control; (d) foreign objects, abuse or misuse, negligence, accident, modification, improper handling, improper installation, improper storage, or improper installation process; (e) cracking, peeling, or blistering which is the result of the Finish or Product becoming wet prior to installation; (f) moisture exposure to the uncoated surfaces of the Product after installation, improper ventilation, or expansion and contraction; (g) surface deterioration due to abrasion, chemical exposure, vandalism, or any introduction of moisture into the Finish or Product prior to and during the installation of the Product; (h) failure to follow normal use, care, and maintenance instructions from us (see above) or Louisiana Pacific Corporation or any other manufacturer of the Product; (i) failure to use the Product under normal conditions and exposure; (j) temperature, moisture, and/or humidity extremes; (k) subtle changes in color characteristics due to aging; (l) smoke, pollution, or other environmental conditions; (m) contact with pesticides, household cleaners or other substances; (n) use of abrasive cleaners that contain chlorine, acidic cleaners, scuffing sponges, or steel wool, (o) failure to properly install the Product

including failure to install the Product at 90 degree verticality; or (p) failure of the Product manufacturer's primer coating. THIS WARRANTY IS FOR OUR FINISH ONLY AND APPLIES ONLY IF THE PRODUCT IS USED FOR THE SPECIFIC PURPOSE FOR WHICH IT IS INTENDED. WE MAKE NO WARRANTY AS TO THE PRODUCT. YOUR SOLE POTENTIAL RECOURSE FOR DEFECTS IN THE PRODUCT NOT INVOLVING OUR FINISH ARE WITH LOUISIANA PACIFIC CORPORATION OR ANY OTHER APPLICABLE MANUFACTURER OF THE PRODUCT, INCLUDING POTENTIAL RECOURSE FOR MANUFACTURER APPLIED PRIMERS OR COATINGS WHICH MAY BE DEFECTIVE.

If you are a consumer subject to the *Quebec Consumer Protection Act*, the exclusion of remedies contained in the immediately following paragraph do not exclude or limit your rights and remedies under the Quebec Consumer Protection Act, including the right to make a claim under any of the statutory warranties provided under sections 34 to 54 of such statute.

LIMITATION OF LIABILITY:

The limited remedies described above are your sole and exclusive remedies and our entire liability for any non-conforming Finish. Our total liability shall under no circumstances exceed the total cost of the actual amount paid by you for the Product. We shall not under any circumstances be liable for any consequential, indirect, incidental, special, or punitive damages or losses including without limitation loss of revenues, loss of profits, or other economic losses even if this Limited Warranty is deemed to have failed of its essential purpose. The limitations contained in this paragraph apply regardless of the basis of the claim or the form of action, including, without limitation, negligence or other tort or breach of contract. Some states and provinces do not allow the exclusion or limitation of the foregoing damages, so the above limitation or exclusion may not apply to you.

HOW DO YOU OBTAIN WARRANTY SERVICE?

This Limited Warranty can also be found online at <https://diamondkotesiding.com/warranty-support/>. To obtain more information regarding the Finish or to make a claim under this Limited Warranty, contact one of our authorized retailers or distributors or contact us as indicated below. We will then arrange for inspection of the Finish and advise you further regarding coverage under this Limited Warranty. A dated sales receipt as proof of purchase is required to obtain benefits from this Limited Warranty. If you desire assistance directly from us, please write to us by certified mail or email to:

Wausau Supply Co.
PO Box 296
Wausau, WI 54402-0296
Attention: Warranty Dept.
claims@wausausupply.com