# **WOLF** PORTRAIT™ SIDING

WITH **INFINITY**SEAM™ **TECHNOLOGY** 

# LIMITED LIFETIME WARRANTY

Wolf Portrait™ Siding (the "Product") is manufactured for Wolf Home Products by Inteplast Group Corporation (the "Manufacturer") and is backed by this limited lifetime warranty from the Manufacturer.

# MANUFACTURING AND MATERIAL DEFECTS

### **RESIDENTIAL PURCHASERS - LIMITED LIFETIME**

This 50-year Limited Lifetime Warranty covers the Product installed on a single-family home, townhome, or multifamily dwelling (up to 3 units) that are not owned by corporate entities (e.g. corporations, LLCs), governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or pursuant to cooperative housing arrangements ("Residential Purchasers"). This 50-year limited lifetime warranty is personal to Residential Purchasers; however, it may be transferred to any subsequent purchaser(s) of your home or building during the first five (5) years after the date of the original purchase of the Product.

### **NON-RESIDENTIAL PURCHASERS - 20 YEARS**

This 20-year limited lifetime warranty is given to all original purchasers of the Product, other than Residential Purchasers, who purchase the Product and use it in applications other than those reserved for Residential Purchasers, including uses in commercial

### PRORATED REFUND SCHEDULE

RESIDENTIAL	
Years Since Purchase & Percent Refund Due to Failure	
YEARS	PERCENT OF PURCHASE PRICE COVERED
0-5	100%
6	60%
7	50%
8	40%
9	30%
10	20%
11-50	10%

COMMERCIAL, CONDOMINIUM & MULTI-FAMILY	
Years Since Purchase & Percent Refund Due to Failure	
YEARS	PERCENT OF PURCHASE PRICE COVERED
0-5	75%
6-10	50%
11-20	10%

buildings, condominiums and multi-family dwellings (a "Non-Residential Purchaser").

### LIMITED LIFETIME WARRANTY AGAINST MANUFACTURING AND MATERIAL DEFECTS

If, due solely to manufacturing or material defects, the Product is found during the warranty period to rot, delaminate, splinter, split, excessively swell, or suffer structural damage from termites or fungal decay, the Manufacturer will, at its sole and absolute discretion, provide replacement Product, repair the defective Product, or refund a proportional part of the purchase price of the Product prorated over 50 years to the Residential Purchaser and prorated over 20 years to the Non-Residential Purchaser. This limited warranty shall not cover, and the Manufacturer shall not be responsible for, costs and expenses incurred with respect to the repair or removal of affected Product or the installation of replacement Product, including but not limited to labor, materials and freight. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDIES FOR THE BREACH OF THIS LIMITED WARRANTY.

# **CLAIM PROCEDURE**

In order to make a claim under this limited lifetime warranty against manufacturing and material defects, and before the Manufacturer's obligation under this limited lifetime warranty shall commence, the Residential Purchaser or Non-Residential Purchaser must send proof of purchase, photographs of the defective Product, and a written description giving full particulars within 30 days of discovering a defect believed to be covered by this limited lifetime warranty (and prior to beginning any repair or alteration) to:

Inteplast Group Corporation/World-Pak Division 9 Peach Tree Hill Road Livingston, NJ 07039 Attn: Wolf Portrait™ Siding



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The Manufacturer reserves the right to investigate any claim arising under this limited lifetime warranty. As such, the Residential Purchaser or the Non-Residential Purchaser shall make available for inspection by the Manufacturer or its appointed representative, the Product believed to be defective.

#### **EXCLUSIONS**

Paint or other coatings applied to the Product: The Product does not need painting or staining for protection or to maintain its appearance, although the Product may be painted or stained to achieve a custom color. However, if paint or other coating materials are applied to the Product, by someone other than the manufacturer, this limited warranty will be voided.

Other Exclusions: The limited warranty against manufacturing and material defects in the Product as well as the limited warranty against Product fading contained herein are not applicable to, and the Manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover any Product failure, Product malfunction, condition or damage attributable to:

- 1. Product which was not installed strictly in accordance with the Product's Installation Guide or installed in a less than workmanlike manner
- 2. Product which has been structurally altered or damaged by fire, flood, lightning, windstorm, hail, hurricane, earthquake, tornado or other acts of God
- 3. Product which has been installed for or applied to a function or use other than the ordinary purposes for which it was designed and intended
- 4. Product which has not been properly stored or handled
- 5. Product which has been damaged during shipment, storage, handling or installation
- 6. Product which has been damaged by movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed
- 7. Product which has exposure to direct or indirect contact with extreme heat sources (over 250 degrees Fahrenheit) that may damage the surface of the Product
- 8. Product which has been damaged by accident or ordinary wear and tear
- 9. Product damaged, distorted, melted due to external heat sources, including but not limited to barbecue grills, fires or reflection from Low-E glass windows, doors or other objects

The Residential Purchaser and the Non-Residential Purchaser are solely responsible for determining the effectiveness, fitness, suitability and safety of the Product in connection with its use in any particular application.

### **DISCLAIMER**

THE LIMITED LIFETIME WARRANTIES CONTAINED HEREIN ARE THE EXCLUSIVE WARRANTIES FOR THE PRODUCT. EXCEPT FOR THE EXPRESS WRITTEN WARRANTIES CONTAINED HEREIN, THE MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED LIFETIME WARRANTY IS IN LIEU OF ANY AND ALL OTHER APPLICABLE WARRANTIES EXPRESS OR IMPLIED. THE REMEDIES, AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY, ARE THE EXCLUSIVE REMEDIES FOR PRODUCT DEFECTS. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY REMOTE, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING THOSE FROM PERSONAL INJURIES OR PROPERTY DAMAGE), NO MATTER HOW ARISING OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. THE MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE PRICE AT WHICH THE MANUFACTURER SOLD THE AFFECTED PRODUCT TO WOLF HOME PRODUCTS.

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Some states do not allow the exclusion or limitation of special, incidental or consequential damages or on how long an implied warranty lasts, so the above limitation may not apply to you. This limited lifetime warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Building code regulations vary from municipality to municipality and state to state. Therefore, each Residential and Non-Residential Purchaser should consult local building and safety codes in order to meet these requirements. The Manufacturer is not liable for installation of the Product that fails to meet applicable local building and safety codes.

### **WARRANTY AREA COVERAGE**

This limited lifetime warranty is applicable and enforceable only in the United States and Canada.

### **WARRANTY AMENDMENT**

This limited lifetime warranty is understood and intended to be the final expression of the Manufacturer's warranty of the Product and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication by the Manufacturer and Wolf Home Products relating to the subject matter of this limited lifetime warranty. This limited lifetime warranty may not be altered or amended except in a written instrument signed by the Manufacturer and the Residential or Non-Residential Purchaser. No agent, employee or any other party is authorized to make any warranty in addition to that made in this limited lifetime warranty and the Manufacturer shall not be bound by any statements other than those contained in this limited lifetime warranty.

