



900 Sq. FT. Roll - 9 FT. x 100 FT. - 21 lbs./Roll

## Limited Warranty

**KPNE Products Ltd.** (the "Seller") warrants to the original purchaser (the "Buyer") of Seller's product **Super Guard™** (hereafter called the "Product"), that for a period of ten (10) years from the sales invoice date (the "Warranty Term") the Product will meet the lower of the (a) the Company's published specifications for the Product at the time of shipment, and (b) any applicable accepted industry standards for the Product at the time of shipment. This limited warranty shall be VOID and not apply to any Product if:

- 1.) Any part of the Product is exposed to ultraviolet radiation after siding installation;
- 2) The Product has been installed and left uncovered without code-compliant siding for more than 180 days;
- 3) The Product is not installed in strict compliance with Seller's application guidelines;
- 4) The defect was not caused by Seller; or
- 5) The Product has been altered, misused, or damaged by accident, unreasonable use, neglect or abuse.
- 6) Act of God, including but not limited to fire and lightning, hurricane, high winds.

As Buyer's sole and exclusive remedy under this limited warranty, Seller shall, at its sole election, either

- 1) Repair the Product proven to be defective,

- 2) Supply replacement Product for the portion of the Product that has been proven to be defective within the warranty conditions, or

- 3) Refund the purchase price for that portion of the Product proven to be defective. Buyer shall pay all handling or transportation charges.

Buyer must give Seller written notice of any defects within 30 days from the date that the defect was discovered. Such notice shall be sent to Customer Service Manager, **KPNE Products Ltd.**, at P.O. BOX 13111 RPO High Street. Abbotsford, BC, V2T0C4 or email: [info@kpneproducts.com](mailto:info@kpneproducts.com).

Failure to timely give Seller timely notice of a defect or unauthorized repair of the Product by Buyer makes this limited warranty VOID.

In furtherance of and not in limitation of the foregoing, Seller will have no liability under this limited warranty for:

- a. Any damage to the interior or exterior of any building or any property contained therein;
- b. Any costs incurred for repair or disposal;
- c. Any costs related to the removal of any asbestos or other hazardous materials or waste present in the roof to which the Product is installed; or
- d. Any damage caused from products into which the Product is incorporated.



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In all cases, the replacement Product is warranted only for the remainder of the defective Product's Warranty Term.

The Seller reserves the right to discontinue or modify any of its products, including the Product, without notice to the Buyer and shall not be liable to the Buyer as a result of this modification or discontinuance.

Any refund or replacement by the Seller shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief.

The limited warranties set forth herein are Seller's sole and exclusive warranties. In no event shall Seller be liable for other damages, including, without limitation, special, incidental, punitive or consequential damage.

No part of this warranty may be changed or cancelled except by a written document signed by The Manufacturer and The Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the warranty. The Buyer may not assign or permit any other transfer of this warranty without The Manufacturer's consent.

If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

The warranty shall be governed by the laws of the Province of British Columbia, without regard to its

conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in the Province of British Columbia.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR USE.