



02.14.2017

## Installation Warranty

- Limited Warranty.** K. R. Siding, Inc. ("Contractor"), warrants all labor or workmanship furnished and installed by Contractor against defects of workmanship for the period specified on the original estimate, or signed estimate provided and agreed upon prior to any work performed, excluding work performed by others, acts of God, (hail, high winds, tornadoes, lightning, snow, ice, etc), or accidents over which Contractor has no control. **SEAMLESS GUTTER INSTALLATIONS:** Damage to gutter system from ice and/or snow is not covered under Contractor's installation warranty. It is the responsibility of the Customer to clear snow and/or ice from their gutter system. Contractor only warranties gutter installations to channel rainwater correctly to the downspouts, without leaks to gutter system. Gutter installations **DO NOT** extend to the any part of the roof system. Contractor does not warranty the gutters to be completely dry of rainwater. Contractor agrees to reslope if there is more than 2" of standing water. If reslope will not work, Contractor will add additional downspout(s) to relieve the standing water, at Contractor's expense, unless Customer requested to not have the additional downspout(s) added before the installation contract was signed. If so, the Customer is responsible to pay for the additional downspout(s) to be added. **HEAT CABLE:** Contractor in no way is responsible for diagnosing or figuring for electrical adequacy for heat cable installations. The Customer is responsible for all electrical behavior and will use a licensed electrical contractor for commercial heat cable hook ups. Contractor is not responsible to replace, pay for, or provide material to fix defects in workmanship of the specific affected area.
- Registration.** All labor installation warranties are void if not registered at [www.krsiding.com/warranty](http://www.krsiding.com/warranty) within 30 days of the completion of the contract.
- Terms, Conditions and Limitations.** This warranty is limited to defective workmanship provided by Contractor and shall not apply to any other defects in the walls or other portions of the structure to which the work is related, including, without limitation, to defects caused by improper construction of the building or dwelling upon which the siding, gutters or other materials are applied or attached, such as warped sheathing boards, cracking or undue expansion of the walls or building. Nothing in this warranty shall be construed to cover any damages to the building, dwelling or contents thereof, regarding past or present mold and/or abatement thereof, after completion of the project. Contractor shall have no obligation to perform any work or services under this warranty until the work covered hereby, plus any materials associated with such work, are paid in full. Should customer fail to pay, or become past due, Contractor shall have no obligation to perform any work or services under this warranty, and all labor warranties will be void regardless if the project was registered within the 30 day requirement.
- Notification by Customer.** During the term of this warranty, if Customer discovers a fault in Contractor's workmanship, Customer must immediately notify Contractor by telephone of such claim, and promptly confirm such telephone notice by written notice to Contractor.
- Events Causing Warranty to be Voided.** This warranty shall become null and void: (a) unless Contractor receives notice from Customer during the term of this warranty in accordance with paragraph 4 above regarding

any claim and is provided an opportunity to inspect, and if required by the terms of this warranty to repair the work; (b) if Contractor liens the property or initiates a collection action; or (c) if work is done on such claim areas, or if repairs or alterations are made to said Contractor's, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary recommendations or repairs with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject areas.

6. **Transferability.** This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of Contractor; provided, however, if the project was contracted and paid through a 3rd party, such as a building contractor, then in such case the warranty may be transferred to the Customer upon completion of the project. This warranty may not be transferred to a new owner of the property upon sale by the Customer. If 3rd party is involved, and fails to notify said owner of the registration policy, or fails to register for said project, Contractor's labor warranty will be void.
7. **No Other Warranties.** **NO OTHER EXPRESS WARRANTY IS GIVEN BY CONTRACTOR TO OWNER. THE REPAIR OF THE SUBJECT WORKMANSHIP IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.** This warranty is separate and apart from any warranty that may be issued to Customer by the manufacturer of the materials. **CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO CUSTOMER IN CONNECTION WITH OR ATTRIBUTABLE TO THE MATERIALS AND ANY SUCH MATERIALS MANUFACTURER'S WARRANTY.**
8. **Incidental or Consequential Damages.** **UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO OR LOSS OF USE OF THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.**
9. **Cooperation with Manufacturer's Warranty Claims.** In the event a manufacturer's warranty claim needs to be filed regarding the product or materials, it is the sole responsibility of the Customer to do so. Contractor agrees to cooperate as needed to assist Customer in filing the claim, and agrees to provide any proof of purchase receipts, but is not obligated to do so until Customer has been issued a warranty packet by the manufacturer(s) of the defective product(s).
10. **Contractor Rights.** Contractor reserves the right to change or amend this warranty at any time or as see's fit. Contractor will have no obligation to provide any written, verbal, or any notifications to previously registered customers. Warranty terms will only back date as far as the date of the *amended* and *published* version of this warranty.