



NuCedar Mills®

finely crafted exteriors

## Limited Lifetime Warranty



Thank You for your Purchase.  
We hope you love your siding  
as much as we do!



# Limited Lifetime Warranty

The warranty obligations and limitations set forth below relate to NuCedar, a product line of Jain America Holdings Inc., NuCedar Clapboard, Shingle, Vertical Siding and Pre-Finished Trim products (the “Products”) sold and installed in the United States of America and Canada.

**Effective Date:** This warranty is in effect for all products purchased after 9/1/2020.

Subject to the exceptions, conditions and exclusions set forth below, NuCedar warrants (the “Warranty”) that (1) during the Warranty Period the Products shall (A) be free from defects in material and manufacture that directly cause the Product to crack, rot or delaminate, and (B) resist damage termite attacks; and (C) the Products shall be free from defects in material or manufacture that directly cause the finish to chip, crack, peel or flake.

## **WARRANTY PERIOD**

A “Covered Party” shall mean the (A) A Residential purchaser, meaning a single-family residential homeowner or (B) A Commercial Purchaser, meaning any purchaser other than a single-family homeowner; of the Product prior to installation or, after installation or use, the Owner (the “Owner”) of the structure to which the Product is applied and one (1) subsequent Owner or transferee of the structure; provided that, such subsequent Owner or transferee must have registered the Warranty as provided above in order to qualify as Covered Party and subject to the limitations noted below.

“Warranty Period” shall mean a period of the lifetime of the products, while you own the home for Residential Purchasers and 25 years for Commercial Purchasers; both prorated as stated below; provided however, that each such Warranty Period will earlier terminate if the structure on which the Product is originally installed ceases to be owned by a Covered Party.

**Transfer:** This warranty may be transferred one (1) time, within 5 years from the purchase date of the original material. This warranty may not be transferred from a Residential Purchaser to the Commercial Purchaser. Commercial Purchases are non-transferrable.

## **REGISTRATION**

In order to register your NuCedar warranty, please visit us on our website (<https://jainbuildingproducts.com/warranty-registration>). Failure to register as an initial Owner within 90 days of purchase of the Product or as a transferee within 90 days of transfer of ownership of the applicable structure will void the Warranty and result in the rejection of any warranty claim.

## **EXCLUSIVE LIMITED REMEDY**

If, during the Warranty Period and upon compliance with the Claims Procedure, any Product proves to breach the Warranty, NuCedar shall do the following: (1) if the defective Product has not yet been installed, NuCedar shall in its sole determination either replace that portion of the Product that does not comply with the Warranty or return the purchase price for such portion of the Product; or (2) if the defective Product is already installed NuCedar shall provide replacement products in an amount equivalent to that portion of the Product that does not comply with the Warranty. NuCedar will reimburse the Covered Party for the original retail cost of the defective Product; provided that, the payment shall be prorated such that after the 50th year the Covered Party (25 years for Commercial) shall not be entitled to any warranty payment. NuCedar shall not be liable for any labor (whether associated with the inspection, repair or removal of any defective Product or the installation of replacement Product or otherwise), freight, shipping, taxes or related charges in connection with the foregoing remedies (the “Excluded Amounts”).

## **NuCedar Prorated Schedule:**

<b>Number of Years After Installation</b>	<b>Prorated Basis</b>
Up to 5	100%
5 - 10	80%
11 - 15	60%
16 - 20	40%
21 - 25	20%
26 - 50 years (Residential Only)	10%

THE FOREGOING REMEDIES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE COVERED PARTY WITH RESPECT TO ANY DEFECTIVE OR NONCONFORMING PRODUCT.

### **CONDITIONS OF WARRANTY**

NuCedar's is only liable for manufacturing defects identified above. NuCedar's liability hereunder to the Covered Party and the effectiveness of the Warranty shall be subject to the following terms and conditions:

1. The Product must always be stored between purchase and installation and shipped according to the manufacturer's instructions.
2. The Product must be installed according to NuCedar's printed installation instructions and all applicable building codes. Failure to install the Product per the manufacturer's published instructions (including with respect to recommended fasteners and adhesives) may affect the Product performance and voids the Warranty. For installation instructions and up to date videos, please visit [www.jainbuildingproducts.com](http://www.jainbuildingproducts.com)
3. Upon discovery of a possible defect or failure, the Covered Party must immediately, and at the Covered Party's own expense, provide for protection of all property that could be affected until the defect or failure is remedied.
4. NuCedar shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.
5. The purchaser is solely responsible for determining the effectiveness, suitability and safety of the Products in connection with their use in any particular application.
6. The Warranty does not cover or extend to damages, defects or Product failure resulting from or in any way attributable to:
  - (a) the improper storage, shipping, handling or installation of the Product;
  - (b) neglect, abuse or misuse;
  - (c) repair or alteration;
  - (d) settlement or structural movement and/or movement of materials to which the Product is attached;
  - (e) damage from incorrect design of the structure;
  - (f) high winds;
  - (g) acts of God including, but not limited to, hail, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions);
  - (h) efflorescence or performance of any paints and/ or coatings which are not NuCedar and/or NuCedar affiliate applied;
  - (i) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the product (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED;
  - (j) acid rain or other pollution;
  - (k) heat damage due to refracted glass energy (low E glass), grills, foil sheathing, fire pits, or related causes;
  - (l) shingle lift if the shingle sits no more than 1/8" off the underlying surface;
  - (m) impact of foreign objects such as baseballs, golf balls or other projectiles; or
  - (n) any cause other than manufacturing or material defects attributable to NuCedar.

## **PAINT COVERAGE**

Our product is pre-finished with an industrial heat reflected coating. NuCedar Pre-Finished Warranty states that the Products shall be free from defects in material or manufacture that directly cause the finish to chip, crack, peel or flake.

Limitations on NuCedar coating are as follows:

- (a) Fading of coating or similar issues attributable to normal weathering or uneven exposure to the sunlight.
- (b) The coating is baked on to allow a fast cure to the paint. It allows for the material to be handled and installed. It is not fully cured for another 60-90 days, therefore any abuse or mishandling of the product (ex. Dragging, dropping or improper storage) will not be covered.
- (c) Any limitations listed above.

When conducting a warranty replacement, NuCedar will do our best to color match existing siding, but we cannot guarantee an exact match.

## **CLAIMS PROCEDURE**

In order to be eligible for the limited remedies outlined in this Warranty, the Covered Party must comply with each of the following components of the NuCedar Warranty claims submission and processing procedure (the "Claims Procedure"):

- Any claim under the Warranties must be made in writing to NuCedar via the contact information provided for claims submission on NuCedar's website (<https://jainbuildingproducts.com/technical-information/warranty-claim>).
- Claims must be submitted in accordance with the following timing:
  - No later than 30 days after the expiration of the applicable Warranty Period.
  - No later than 30 days after discovery of any claimed defect covered by this Warranty.
  - Before beginning any permanent repair or removal.
- The notice must describe the location and details of the defect and such information as is necessary for NuCedar to investigate the claim. Photos of the Product, showing the defect failure must accompany the notice.
- The claimant must provide proof subject to the reasonably exercised sole discretion of NuCedar that he/she is a Covered Party and the claimant must have registered the applicable Product as described below.
- Before any permanent repair to the Product, the Covered Party must allow NuCedar or NuCedar's agents to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.
- The claimant must execute, deliver and comply with any documentation reasonably requested by NuCedar, including a release of claims conditioned upon NuCedar's satisfaction of its obligations under this warranty.
- NuCedar shall not be responsible for any repair, reinstallation or remedial actions that are not authorized and approved by NuCedar in advance in writing after presentation of binding estimates or quotes for the same.

NuCedar's liability hereunder is expressly conditioned upon full compliance with the Claims Procedure.

## **PAYMENT**

Under the terms of this Warranty, the manner of payment is at NuCedar's sole discretion and may be issued in the form of a cash settlement, material credit and/or a combination of the foregoing. The prorated material cost will be determined by the price paid at the time of the original purchase.

## **DISCLAIMER AND DAMAGES EXCLUSION**

The statements in this Warranty constitute the exclusive warranty extended by NuCedar for the Products. NUCEDAR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL NUCEDAR BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR AN EXCLUDED AMOUNTS (AS DEFINED ABOVE).

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT PERMIT DISCLAIMERS OF OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**SETTLEMENT OF CLAIM**

Any refund or material replacement by NuCedar pursuant to the terms hereof shall constitute a full settlement and release of all claims of any Covered Party hereunder for damages or other relief. Also, any refund or material replacement by NuCedar shall not restart or toll the Warranty Period and any replacement material shall be subject to the same Warranty Period as the originally purchased Product.

**MODIFICATION OR DISCONTINUATION OF PRODUCTS**

NuCedar reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation. If NuCedar provides any replacement Product in connection with this Warranty, it may provide the then current generation of equivalent product (as determined by NuCedar in its sole discretion) in lieu of that generation of product originally purchased by the Covered Party.

Our products and installation techniques are constantly evolving and changing to create the best possible product and to best suit the installers and homeowners. Changing of items, such as but not limited to, adhesive, fasteners and accessories, should not be construed as a problem, issue or as the failure of any such changed item or procedure. NuCedar is not responsible for third party colors, paints or coatings on defective Products that are no longer available at the time of any warranty claim.

THIS WARRANTY MAY NOT BE ALTERED OR AMENDED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY NUCEDAR AND THE COVERED PARTY. NO DEALER, DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED BY NUCEDAR TO MAKE STATEMENTS OR REPRESENTATIONS CONCERNING THE PERFORMANCE OF THE PRODUCT EXCEPT AS CONTAINED IN THIS WARRANTY AND NUCEDAR EXPRESSLY DISCLAIMS AND SHALL NOT BE BOUND BY ANY SUCH STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.



**NuCedar Mills<sup>®</sup>**

finely crafted exteriors

## The Complete Exterior PVC Siding Package



**For Installation Instructions and Warranty Claim  
Details visit our website  
[www.jainbuildingproducts.com](http://www.jainbuildingproducts.com)**