

# DUCKBACK WOODPERFECT® SOLID COLOR MACHINE FINISH WARRANTY

## 25-YEAR LIMITED WARRANTY

Duckback Products, Inc. (“Duckback”) warrants for a period of 25 years from the date of application, when two coats of Duckback Woodperfect Solid Color Machine Finish are applied over factory-primed fiber cement siding in accordance with label directions, under conditions and settings specified by Duckback which are factory controlled by a Duckback certified prefinisher\*, this product will:

- NOT discolor the surface below due to chalking
- NOT erode to expose the substrate
- NOT peel or blister from properly prepared surfaces
- NOT become damaged by normal rinsing of dirt

This warranty (hereafter referred to as “Warranty”) is effective for 25 years from the date of application. Failure to read and follow Duckback’s installation instructions and the terms, conditions, requirements, limitations and exclusions stated in this document will void the Warranty. This Warranty shall apply only to the original owners of the property to which the siding was applied.

**TERMS AND CONDITIONS:** If within the Warranty period, measured from the date of application, the product is applied according to label directions and the requirements of this Warranty, under normal conditions and exposure, when Duckback has been provided with proof of purchase and notification, Duckback validates the complaint and confirms this product has failed in any of the above ways due to normal application, Duckback will, at its option, either furnish the homeowner with an equivalent amount of new product for those areas that Duckback has validated as being affected, or Duckback will provide a refund of the purchase price of the paint products found to be defective. This non-prorated warranty is for material only, and does not include labor or cost of labor for the application of the product or installation of the siding. Any costs and expenses beyond Duckback’s above-stated liability shall be the responsibility of the owner(s).

Duckback’s (hereinafter referred to as the “Warrantor”) obligations under this Warranty shall in no event exceed the purchase price of the original product. **Any product found to be unsatisfactory prior to installation, for any reason, must not be installed and should be returned to the dealer where it was purchased for replacement product.** The Warrantor will not be responsible in any way for labor or material if defective or unacceptable product is installed. The Warrantor shall not be liable for any consequential or special damages, or for other expenses such as accessories (building paper, sheathing, fasteners, caulking, etc.) which may arise in connection with this Warranty.

This warranty does not cover cracking, peeling, or blistering which may result due to inadequate ventilation or improper construction techniques, and specifically excludes cracking, peeling, blistering and efflorescence caused by defective primer or inadequate primer application as supplied/applied by siding manufacturer. This Warranty does not apply to failure caused by excessive expansion, contraction, or other movement of the substrate. Additionally, this Warranty does not apply to damage or failure caused by excessive warping, cupping, splitting, checking and shrinkage of the siding material (as defined by industry standards); breakdown of the underlying substrate; defective substrate or primer; falling objects; faulty or improper storage and installation (as defined by industry standards); lack of proper construction or maintenance, accidental damage; structural defects; fire, lightning, hurricane, tornado, windstorm, earthquake, hail, catastrophic weather conditions, or other acts of God; harmful chemicals (including harmful cleaning compounds); surface deterioration due to air pollution; misuse; abuse; vandalism; mildew accumulation; scratching, abrading, or misuse/abuse of the factory-finished product after application. Depending on exposure or wear, evaluate recoating needs every 8-10 years.

Mildew and color appearance are not manufacturing defects and are not covered by this Warranty. Depending on color, additional coat(s) may be required to provide aesthetically desirable results.

**THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS OR WARRANTIES ON THE PART OF THE WARRANTOR FOR DAMAGES INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR SPECIAL DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY DUE TO LOCAL JURISDICTION OF CLAIM.**

**CLAIM PROCEDURE:** Upon discovery of a possible defect or failure, a claim must be filed immediately, and under no circumstances more than thirty (30) days after discovery. The covered person must allow Duckback or their representatives to enter the premises where the warranted product is located and photograph, examine, and take samples of warranted product. Please contact the Customer Service Department with any questions at P.O. Box 980, Chico, CA 95927, or call 1-800-825-5382.

\*Two coats is application of two coats of Duckback Woodperfect Solid Color Machine Finish, which is at least four (4) wet mils over an approved Duckback primer which is at least four (4) wet mils. Measure four mils with a wet film gauge.