

Siplast® WALLcontrol™

Standard 5-Year

Limited Warranty

04-2023 Version



THE WARRANTY

Siplast warrants to you that the WALLcontrol Products (the “Products”) will be free of manufacturing defects which adversely affect their performance for 5-years following installation in strict accordance with published application instructions.

WHO IS COVERED BY THIS LIMITED WARRANTY; NON-ASSIGNABILITY

You are covered by this limited warranty if (a) you are the installer of the Products and the installation is ongoing or (b) you are the original owner of the property on which the Products are installed and the installation is complete. This limited warranty is NOT TRANSFERABLE OR ASSIGNABLE by contract or by operation of law, either directly or indirectly.

EXCLUSIVE REMEDY

In the event of a manufacturing defect which adversely affects the Products’ performance during the warranty term, Siplast’s sole responsibility is to provide replacement Products for that portion of the Products containing manufacturing defects or, at Siplast’s sole option, the cash value of said Products. Decisions as to the extent of replacement Products required will be made solely by Siplast. The remedy under this limited warranty is available only for that portion of the Products actually exhibiting manufacturing defects at the time of settlement. The replacement Products, as well as any remaining Products, will be warranted only for the remainder of the original warranty period. Repair or replacement of materials other than the Products is NOT included. Siplast’s MAXIMUM LIABILITY during the first year of this limited warranty is the original cost of the Products only. After the first year, Siplast’s maximum liability is the original cost of the Products reduced to reflect the amount of use you have received from your Products less any costs previously paid by Siplast under this limited warranty. The amount of use will be calculated by dividing the number of months which have elapsed since installation by the number of months in the warranty term.

NOTIFICATION OF CLAIM

In order to report a claim you MUST notify Siplast in writing — either by email at usinfo@siplast.com, or by postal mail to Siplast, 14911 Quorum Dr., Suite 600, Dallas, TX 75254 — and provide proof of purchase and proof of application date within 30 days after your discovery of the problem. **NOTE:** Notice to your contractor or distributor is **NOT** notice to Siplast. Within a reasonable time after proper notification, Siplast will evaluate your claim and resolve it in accordance with the terms of this limited warranty. You should retain this document as well as the proof of purchase for your records in the event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover conditions other than manufacturing defects which adversely affect the Products' performance, including, but not limited to:

1. Improper storage, handling, or installation of the Products.
2. Lack of maintenance.
3. Damage due to (a) building or structural movement; (b) improper installation of materials other than the Products; (c) infiltration or condensation of moisture through surrounding materials; (d) impact by foreign objects; (e) exposure to unusual weather conditions or natural disasters such as winds in excess of 55 mph, hail, floods, hurricanes, lightning, tornadoes, and earthquakes; (f) use of materials that are incompatible with the Products; (g) improper preparation of the substrate over which the Products are installed; or (h) architectural, engineering, or design defects or flaws.
4. Installation without cladding or other adequate covering.
5. Any condition that is not in strict accordance with Siplast published application instructions.

SIPLAST AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS LIMITED WARRANTY.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of Siplast, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall Siplast be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall be first submitted to mediation before a mutually acceptable mediator unless Siplast, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful or is waived by Siplast, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. Each party irrevocably consents to the jurisdiction of the above identified courts.

NOTE: Some states do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EFFECTIVE DATE

This limited warranty is effective for Products installed after April 1, 2023.