

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

BARBARA CHIZNIAK, WAYNE BAILEY,
RICHARD WILLIS, LARRY JOHNSON,
JEAN DUCHAM, JEFFREY BROOM and
ROBBIE SHEETS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

CERTAINTEED CORPORATION
d/b/a “CERTAINTEED SAINT-GOBAIN”
and SAINT-GOBAIN CORPORATION
d/b/a “SAINT-GOBAIN NORTH AMERICA”
d/b/a “SAINT-GOBAIN,”

Defendants.

Civil No. 1:17-CV-1075 (FJS/ATB)

CLASS ACTION COMPLAINT

DEMAND FOR JURY

Plaintiffs, by and through their undersigned attorneys, as and for their class complaint against defendants, allege as follows:

INTRODUCTION

1. This putative class action seeks damages, injunctive relief, and declaratory relief against CertainTeed Corporation and its parent company Saint-Gobain Corporation (collectively “CertainTeed Saint-Gobain” or “defendants”), on behalf of a class of persons who owned homes and other structures on which CertainTeed vinyl siding products (collectively “CertainTeed vinyl siding”) were installed.

2. Defendants manufactured and distributed defective vinyl siding under the brand name “CertainTeed” that blisters and degrades when exposed to normal environmental and building construction conditions.

3. For example, below are photographs of a portion of the blistered and degraded CertainTeed siding on plaintiff Barbara Chizniak’s home:



Figure 1



Figure 2

4. Pictured below is a photograph of the blistered and degraded CertainTeed siding on the home of plaintiff Richard Willis:



Figure 3

5. Pictured below is a photograph of the degraded CertainTeed siding on the home of plaintiff Wayne Bailey:



Figure 4

6. Pictured below is a photograph of the blistered and degraded CertainTeed siding on the home of Plaintiff Jeffrey Broom:



Figure 5

7. Pictured below is a photograph of the blistered and degraded CertainTeed siding on the home of Plaintiff Jean Ducham:



Figure 6

8. Pictured below is a photograph of the blistered and degraded CertainTeed Wolverine siding on the home of Plaintiff Larry Johnson:



Figure 7

9. Pictured below is a photograph of the blistered and degraded CertainTeed siding on the home of Plaintiff Robbie Sheets:



Figure 8

10. Defendants marketed, promoted and sold CertainTeed vinyl siding, including the CertainTeed lifetime warranty, when they knew or should have known that the siding was defective.

11. Defendants failed to adequately disclose to builders, homeowners and the public that the siding degrades under normal exposure conditions.

12. CertainTeed vinyl siding fails to conform to the public's reasonable expectation of the product's durability and longevity, and the company's promise of "Quality made certain, satisfaction guaranteed."

PARTIES

13. Plaintiff Barbara Chizniak is currently a resident of the City of Troy, State of New York, but was a resident of the Town of Clifton Park, State of New York at the time the injuries herein complained of were suffered.

14. Wayne Bailey, at all times relevant, was and is a resident of the State of Florida, but owned a home in the Town of Standish, State of Maine where the injuries herein complained of were suffered.

15. Plaintiff Richard Willis, at all times relevant, was and is a resident of the City of Simpsonville, State of South Carolina.

16. Plaintiff Larry Johnson is currently a resident of the State of Texas, but was a resident of the Town of Clarksville, State of Tennessee at the time that the injuries herein complained of were suffered.

17. Plaintiff Jean Ducham, at all times relevant, was and is a resident of the Town of Midland, State of Michigan.

18. Plaintiff Jeffrey Broom, at all times relevant, was and is a resident of the Town of Laconia, State of New Hampshire.

19. Plaintiff Robbie Sheets, at all times relevant, was and is a resident of the Town of Stewart, State of Minnesota.

20. Defendant CertainTeed Corporation d/b/a “CertainTeed Saint-Gobain” (hereinafter “CertainTeed”) is incorporated in the state of Delaware with a corporate headquarters located at 20 Moores Road, Malvern, Pennsylvania 19355.

21. Defendant Saint-Gobain Corporation d/b/a “Saint-Gobain North America” d/b/a “Saint-Gobain” (hereinafter “Saint-Gobain”) is a Pennsylvania corporation with a corporate headquarters located at 20 Moores Road, Malvern, Pennsylvania 19355.

22. Upon information and belief, defendant CertainTeed Corporation is a wholly owned subsidiary of Saint-Gobain Delaware Corporation, which is in turn a wholly owned subsidiary of defendant Saint-Gobain Corporation, which is an indirect subsidiary of Compagnie de Saint-Gobain, a French multinational corporation which is publicly owned and traded on the Euronext Paris stock exchange.

JURISDICTION AND VENUE

23. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) based on diversity of citizenship among the parties/class and the amount in controversy exceeds \$5,000,000 exclusive of interest and costs.

24. Venue is properly laid in this District pursuant to 28 U.S.C. §§ 1391 *et seq.* because defendants conduct substantial business in this District, have caused harm to Class Members in this District, one or more of plaintiffs reside in this District, and defendants are subject to this court’s personal jurisdiction with respect to this action.

NATURE OF ACTION

25. CertainTeed Saint-Gobain manufactures and distributes building products and materials, including vinyl siding.

26. “Founded in 1904 as General Roofing Manufacturing Company, today CertainTeed is North America’s leading brand of exterior and interior building products, including siding, roofing, fence, decking, railing, trim, insulation, gypsum and ceilings.”

<https://www.certainteed.com/about-certainteed/>.

27. CertainTeed’s exterior siding products include vinyl, polymer, composite, fiber cement and stone.

28. The company’s name was changed in 1917 to CertainTeed, which is derived from its slogan “Quality made **certain**, Satisfaction **Guaranteed**.” (emphasis added).

29. CertainTeed and its affiliates have more than 5,700 employees and more than 60 manufacturing facilities throughout the United States and Canada.

30. In 1967, CertainTeed and Saint-Gobain began a joint venture to manufacture siding in the United States.

31. At all times relevant herein, CertainTeed was and is a wholly owned subsidiary of Saint-Gobain.

32. In 1988, CertainTeed Saint-Gobain acquired vinyl siding manufacturer Wolverine Technologies.

33. CertainTeed is one of Saint-Gobain’s product brands.

34. CertainTeed vinyl siding products include, among others: Carolina Beaded, CedarBoards, Encore, Mainstreet, Monogram, Northwoods, Restoration Classic and Wolverine American Legend.

35. Upon information and belief, CertainTeed Corporation reports annual revenue of approximately \$3 billion dollars.

36. CertainTeed and Saint-Gobain share corporate headquarters in Malvern, Pennsylvania.

37. Saint-Gobain is one of the world's largest and oldest building products companies.

38. Saint-Gobain is one of the top 100 largest industrial companies in the world and in 2016 reported € 39.1 billion in sales with 172,000 employees in 67 countries.

39. Saint-Gobain has more than 250 manufacturing facilities and 15,000 employees in North America. In the United States and Canada, Saint-Gobain reported sales of approximately \$6.2 billion in 2014.

40. CertainTeed Saint-Gobain has manufactured and sold vinyl siding throughout the United States since 1967 for installation on homes, townhomes, apartments, duplexes, commercial buildings and other structures.

41. CertainTeed Saint-Gobain has marketed its vinyl siding products to building professionals, contractors, consumers and the general public, including plaintiffs and the Class, as the vinyl siding “#1 Rated Brand” for over 20 consecutive years:



42. Defendants promoted the CertainTeed brand as an “industry leader” that produces “quality building products that provide long-lasting beauty and protection for homes of every size, style and age”:

CONGRATULATIONS! ...and thank you for your recent purchase of one of the fine siding products from CertainTeed. You can feel confident that you have made a wise decision buying from a company that is an industry leader and stands behind its products with strong warranty protection. Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to vinyl and polymer siding, CertainTeed offers roofing, fiber cement siding, windows, fence, railing, decking, trim, foundations, pipe, insulation, walls, and ceilings. For over 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."



Figure 9

43. Defendants advertised CertainTeed vinyl siding as beautifying, protective, durable, low maintenance and cost effective.

44. CertainTeed's website states that "When it comes to your home, beauty goes beneath the surface. Accentuate your style and extend the life of your home with CertainTeed siding." See *infra* Figure 10.

45. Defendants advertise CertainTeed vinyl siding as designed and manufactured with the newest technology and state-of-the art formulations.

46. CertainTeed markets its vinyl siding products with a satisfaction guarantee:



47. Defendants warrant to property owners that CertainTeed vinyl siding is free from manufacturing defects and will maintain its structural integrity, including protection from peeling, flaking, blistering, corroding and excessive fading under normal exposure and weathering conditions.

48. Normal weathering is defined by CertainTeed's warranty as "exposure to sunlight and extremes of weather and atmosphere."

49. The CertainTeed vinyl siding warranty provides property owners with a lifetime warranty that is transferable to subsequent owners.

50. CertainTeed Saint-Gobain provides subsequent owners with a prorated 50 year warranty measured from the date of first installation.

51. Defendants' vinyl siding warranty provides that if CertainTeed determines, in its sole discretion, that its siding products have a manufacturing defect under the terms of the warranty, defendants will either (1) pay to repair, replace, refinish, or coat any siding product it

determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the siding products plus the cost of the labor of the original installation.

52. Building professionals, consumers and the general public reasonably understand defendants' representations to mean that CertainTeed vinyl siding will maintain its structural integrity and not blister or degrade for the lifetime of the original property owner (or 50 years on a pro-rated basis for subsequent owners).

53. Attached as "Exhibit A" is plaintiff Barbara Chizniak's CertainTeed Saint-Gobain Lifetime Limited Warranty dated 1/1/08.

54. Attached as "Exhibit B" is plaintiff Wayne Bailey's CertainTeed Saint-Gobain Lifetime Limited Warranty dated 1/1/09.

55. Attached as "Exhibit C" is plaintiff Richard Willis's CertainTeed Saint-Gobain Lifetime Limited Warranty dated 1/1/09.

56. Attached as "Exhibit D" is plaintiff Larry Johnson's Wolverine Siding Lifetime Limited Warranty dated 1/1/11.

57. Attached as "Exhibit E" is plaintiff Jean Ducham's CertainTeed Saint-Gobain Lifetime Limited Warranty dated 1/1/09.

58. Attached as "Exhibit F" is plaintiff Jeffrey Broom's CertainTeed Saint-Gobain Lifetime Limited Warranty dated 1/1/13.

59. Attached as "Exhibit G" is plaintiff Robbie Sheets's CertainTeed Saint-Gobain Lifetime Limited Warranty dated 8/1/15.

WARRANTY DENIALS

60. After some period of exposure to normal, expected environmental conditions and typical weather patterns, the CertainTeed vinyl siding on each of plaintiffs' homes has lost its structural integrity and degraded, warped, melted, blistered, and/or deformed.

61. Plaintiffs' vinyl siding is not beautifying, protective, durable, low maintenance, or cost effective.

62. Plaintiffs each contacted CertainTeed to make a claim under their vinyl siding warranty.

63. On October 26, 2016, CertainTeed sent plaintiff Barbara Chizniak a letter denying her warranty claim on the grounds of "heat distortion" from glass reflection.

64. A copy of CertainTeed's warranty denial letter sent to plaintiff Barbara Chizniak is attached as "Exhibit H."

65. On October 28, 2016, CertainTeed sent plaintiff Wayne Bailey a letter denying his warranty claim on the grounds of "glass reflection/heat distortion (deformed siding)."

66. A copy of CertainTeed's warranty denial letter sent to plaintiff Wayne Bailey is attached as "Exhibit I."

67. On March 28, 2017, CertainTeed sent plaintiff Richard Willis a letter denying his warranty claim on the grounds of "heat distortion" from glass reflection.

68. A copy of CertainTeed's warranty denial letter sent to plaintiff Richard Willis is attached as "Exhibit J."

69. On November 10, 2016, CertainTeed sent plaintiff Larry Johnson a letter denying his warranty claim on the grounds of "glass reflection".

70. A copy of CertainTeed's warranty denial letter sent to plaintiff Larry Johnson is attached as "Exhibit K."

71. On May 19, 2015, CertainTeed sent plaintiff Jean Ducham a letter denying her warranty claim on the grounds of "heat distortion."

72. A copy of CertainTeed's warranty denial letter sent to plaintiff Jean Ducham is attached as "Exhibit L."

73. On June 16, 2017, CertainTeed sent plaintiff Jeffrey Broom a letter denying his warranty claim on the grounds of "glass reflection/wrinkled/melted siding."

74. A copy of CertainTeed's warranty denial letter sent to plaintiff Jeffrey Broom is attached as "Exhibit M."

75. On July 25, 2017, CertainTeed sent plaintiff Robbie Sheets a letter denying his warranty claim on the grounds of "heat distortion."

76. A copy of CertainTeed's warranty denial letter sent to plaintiff Robbie Sheets is attached as "Exhibit N."

77. The CertainTeed Limited Lifetime Warranty provides warranty coverage against manufacturing defects, including but not limited to "blistering." The Warranty also covers damage caused to the vinyl siding by "normal exposure conditions," and in its Limitations section, makes no mention of any warranty exclusion relating to non-flame heat from any source. The Warranty specifically contemplates that the vinyl siding will be subject to "exposure to sunlight and extremes of weather and atmosphere." *See generally* Exhibits "A" – "G."

78. The internally-inconsistent CertainTeed Limited Lifetime Warranty also states elsewhere that the warranty does not apply to "siding products which have been distorted or

melted due to an external heat source (including but not limited to a barbecue grill, fire, reflection from windows, doors, or other objects.” *See* Exhibits “A” – “G.”

79. CertainTeed’s warranty denial is exemplified by CertainTeed’s letter to plaintiff Barbara Chizniak (Exhibit H) stating that:

It appears the windows have caused the reflection of the sunlight to increase the temperature to an extreme degree which has caused the melting of the siding. This increase has caused the siding to lose its memory (shape) by distorting/melting. In other words, the window has acted like a magnifying glass. It has reflected the light, which concentrates it, resulting in an increase in heat.

80. Upon information and belief, CertainTeed Saint-Gobain made no attempt to determine with any certainty the actual source of any heat that defendants allege to have caused the damage to plaintiffs’ vinyl siding.

81. CertainTeed Saint-Gobain’s denial that its vinyl siding is defective as a result of melting or distortion from sunlight reflecting off windows or other building materials fails the essential purpose of the warranty, i.e., that the siding is free from defects under normal exposure conditions.

82. As a result of defendants’ warranty denials, plaintiffs have suffered and will continue to suffer damages to repair, replace and remedy their defective CertainTeed vinyl siding.

83. The construction of windows adjacent to siding, windows that reflect light onto siding, and homes and other structures with windows adjacent to the building on which the siding is installed is a reasonable expectation of property owners, including plaintiffs, and a normal condition in building design and construction.

84. Sunlight exposure is a reasonable expectation of property owners, including plaintiffs, and a normal environmental condition.

85. It is a reasonable expectation of property owners, including plaintiffs, that CertainTeed vinyl siding is suitable for use on or near homes and other structures with windows.

86. CertainTeed Saint-Gobain's website (<https://www.certainteed.com/siding/>) advertises the use of its vinyl siding on homes with windows exposed to sunlight:



ENDLESS POSSIBILITIES FOR ENDLESS BEAUTY

When it comes to your home, beauty goes beyond the surface. Accentuate your style and extend the life of your home with CertainTeed Siding. You will see and feel the difference.

Figure 10

87. Defendants' product installation instructions fail to warn that CertainTeed Saint-Gobain vinyl siding should not be installed where sunlight may reflect off windows.

88. Plaintiffs were surprised when defendants disclaimed coverage under their warranties.

89. Defendants' denial of their duty of care and warranty responsibility for the defective CertainTeed vinyl siding is analogous to a car manufacturer disclaiming its duty of care for a vehicle's paint finish that melts and distorts from sunlight reflecting off vehicle windows.

**DEFENDANTS' DECEPTIVE AND UNFAIR CONDUCT
AND BREACH OF WARRANTIES**

90. Defendants advertised, warranted and sold CertainTeed vinyl siding products that defendants knew or reasonably should have known were inherently defective and failed to perform as represented and warranted by defendants.

91. Upon information and belief, thousands of property owners, including plaintiffs, have experienced degradation of their CertainTeed vinyl siding under normal construction and environmental exposure conditions as described herein.

92. Upon information and belief, CertainTeed Saint-Gobain has denied numerous warranty claims alleging a manufacturing or design defect in the vinyl siding on the basis of reflective sunlight from windows causing melting or distortion.

93. Despite said claims and knowledge, defendants have failed to notify their customers about the defects; have refused to fully repair damage caused by said defects; have concealed the true nature of the defects inherent in the siding; and continue to market CertainTeed vinyl siding without adequate warnings or disclosures.

94. At all times relevant, defendants had a duty to disclose to Plaintiffs and the Class that CertainTeed vinyl siding was inherently defective as designed and manufactured and would foreseeably blister and degrade under normal construction and environmental conditions as detailed herein.

95. Defendants' marketing of CertainTeed vinyl siding as suitable for use in homes with windows exposed to sunlight is deceptive.

96. Defendants' denial of plaintiffs' warranty claims constitute breach of implied and express warranties.

97. Defendants' denial of plaintiffs' warranty claims on the basis of reflective window sunlight distortion is unconscionable and causes the warranty to fail its essential purpose.

98. Defendants' denial of plaintiffs' warranty claims has deprived plaintiffs of a substantial bargained benefit and unjustly enriched defendants.

CLASS ALLEGATIONS

99. The Class claims derive from a single course of conduct by defendants CertainTeed Saint-Gobain. Defendants' design, manufacture, marketing and sale of CertainTeed vinyl siding products was pursuant to uniform practices directed at the Class. Defendants did not discriminate in the degree of care or candor, disclosure or omission, or other conduct among the individual Class members. The object facts are that CertainTeed siding, as presently designed and manufactured, is not suitable for its foreseeable uses, i.e., when installed on homes with windows, as advertised by defendants.

100. Plaintiffs seek to bring this case as a nationwide class action on behalf of themselves and all others similarly situated pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3).

The proposed Class is defined as follows:

All persons and entities who own, or have owned, homes or other structures with CertainTeed vinyl siding products.

101. Alternatively, or in addition to the nationwide Class claims, plaintiffs bring these claims under Fed. R. Civ. P. 23 on behalf of themselves and on behalf of Subclasses of persons and entities residing in each of the states in which plaintiffs reside and each of the states where the laws are similar to each of the states in which plaintiffs reside.

102. Excluded from the Class are defendants, any entity in which defendants have a controlling interest, and defendants' legal representatives, assigns and successors.

103. Although the exact number of class members is unknown at this time, the members of the class are sufficiently numerous such that joinder of all members is impracticable.

104. The members of the putative class are mutually and commonly aggrieved and the relief sought is common to the entire class and, if granted, would commonly benefit the entire class.

105. There are common questions of law and fact in the action that relate to and affect the rights of each member of the class, namely, questions as to whether defendants breached their duties of care and warranties to all of the members of the class.

106. Common questions of fact and law predominate over any questions affecting only individual members of the class, including but not limited to the following:

- a. Whether CertainTeed vinyl siding products (“Siding”) are defective;
- b. Whether the Siding blisters, degrades, and fails before the expiration of its advertised, marketed and warranted life;
- c. Whether defendants knew or should have known of the defective nature of the Siding;
- d. Whether defendants properly advised property owners about the likelihood of its Siding’s premature failure;
- e. Whether defendants owed a duty to plaintiffs and the Class to exercise reasonable and ordinary care in the formulation, testing, design, manufacture, warranting and marketing of the Siding;
- f. Whether defendants breached a duty to plaintiffs and the Class by designing, manufacturing, advertising and selling defective Siding and by failing promptly to remove the Siding from the marketplace or take other appropriate remedial action;

- g. Whether the Siding will continue to blister and degrade in performance over time;
- h. Whether the Siding fails to perform in accordance with the reasonable expectations of ordinary consumers;
- i. Whether the Siding fails to perform as advertised, marketed and warranted;
- j. Whether defendants breached express warranties to plaintiffs and the Class by advertising, marketing and selling the defective Siding;
- k. Whether defendants breached implied warranties to plaintiffs and the Class by advertising, marketing and selling Siding that was not of a merchantable quality, nor fit for the ordinary purpose for which it was sold;
- l. Whether defendants' representations regarding the suitability and exemplary nature of its Siding, and its omissions and concealment of facts to the contrary regarding the Siding defects constitute violation(s) of deceptive and unfair trade practices;
- m. Whether defendants have been unjustly enriched;
- n. Whether plaintiffs should be entitled to indemnity and restitution;
- o. Whether plaintiffs and the Class are entitled to compensatory damages to repair, replace and remedy the defective Siding; and
- p. Whether injunctive relief should be granted compelling defendants to notify all Class members about their defective Siding.

107. Plaintiffs' claims herein are typical of the claims of the Class, in that the claims of all members of the Class, including plaintiffs, depend on a showing of the acts and omissions of defendants giving rise to the right of plaintiffs to the relief sought. Plaintiffs, like all Class members, owned homes or other structures on which the defective CertainTeed vinyl siding was

installed. As a result of the uniform defects inherent in the vinyl siding's formulation, the siding failed and will continue to fail prematurely, causing plaintiffs and members of the Class to suffer damages in the form of unreimbursed costs associated with repairing or replacing the defective siding.

108. Plaintiffs will fairly and adequately protect the interests of the respective Class members in that plaintiffs have such a plain, direct, and adequate interest in the outcome of the controversy to assure the adequacy of the presentation of the issues involved herein. Plaintiffs have no interest which is adverse to any interest of the Class members.

109. Plaintiffs have retained competent counsel with substantial experience litigating complex building products defect cases and class claims in both state and federal court.

110. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Class, and have the financial resources to do so. Neither plaintiffs nor their counsel have interests adverse to the Class.

111. Class action treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

112. Absent class certification, individual litigation of the claims would be unreasonably expensive in light of the probable recoverable damages, burdensome upon the court, and would waste resources otherwise available to compensate the class.

TOLLING OF THE STATUTE OF LIMITATIONS

113. Upon information and belief, defendants have known of the defects in CertainTeed vinyl siding since at least the early 2000s.

114. Defendants concealed and/or failed to notify plaintiffs, the Class and the general public of the full and complete nature of said defects.

115. Defendants were and are under a continuous duty to disclose to plaintiffs the true character, quality, and nature of the CertainTeed vinyl siding.

116. Defendants actively concealed the true character, quality and nature of CertainTeed vinyl siding and knowingly made misrepresentations about the quality, reliability, characteristics and performance of said siding, which behavior is ongoing.

117. Plaintiffs and the Class reasonably relied upon defendants' knowing and affirmative misrepresentations and/or active concealment of these facts.

118. Plaintiffs, despite the exercise of due diligence, could not have reasonably discovered that CertainTeed vinyl siding was inherently defective because said defects are latent and not detectable until manifestation.

119. Based on the foregoing, defendants are estopped from relying on any statutes of limitation in defense of this action.

**FIRST CAUSE OF ACTION –
BREACH OF EXPRESS WARRANTY**

120. Plaintiffs repeat and re-allege the paragraphs above as if fully set forth herein.

121. At all times relevant, defendants owed a duty for express warranties pursuant to New York Uniform Commercial Code § 2-313 and other similar state statutes including S.C. Code Ann. § 36-2-313; Tenn. Code Ann. § 47-2-313; Mich. Comp. Laws § 440.2313; N.H. Rev. Stat. § 382-A:2-313; 11 Maine Rev. Stat. § 2-313; and Minn. Stat. § 336.2-313.

122. At all times relevant, defendants expressly represented to the public and plaintiffs that "Satisfaction is Guaranteed" for CertainTeed vinyl siding products.

123. At all times relevant, defendants expressly represented to the public and plaintiffs that CertainTeed vinyl siding provides long-lasting beauty and protection for home of every size, style and age.

124. At all times relevant, defendants expressly represented to the public and plaintiffs that CertainTeed vinyl siding is beautifying, protective, durable, low maintenance and cost effective.

125. At all times relevant, defendants expressly represented that CertainTeed vinyl siding is free from manufacturing defects.

126. At all times relevant, defendants expressly represented that CertainTeed vinyl siding will not result in failure, defect or damage under normal exposure conditions.

127. At all times relevant, defendants expressly represented that CertainTeed vinyl siding will maintain its structural integrity, including protection from peeling, flaking, blistering, corroding and excessive fading under normal exposure and weathering conditions.

128. At all times relevant, defendants expressly represented that CertainTeed vinyl siding provides a lifetime warranty to an original individual homeowner and a 50-year prorated warranty to all other owners and/or subsequent owners.

129. At all times relevant, defendants provided a written warranty for their CertainTeed vinyl siding, including plaintiffs' written warranties attached hereto, which constitute express warranties.

130. Defendants' representations and warranties were directed at plaintiffs and the Class, and expressly made and written for the benefit of plaintiffs and the Class.

131. At all times relevant, the foregoing representations of defendants constituted the basis of the bargain between CertainTeed Saint-Gobain and plaintiffs and/or their predecessors-in-interest who justifiably relied upon the same.

132. Certain aforementioned portions of the written warranties, including but not limited to the “external heat source” exclusions were unconscionable at the time they were entered into, and are void, voidable, or otherwise unenforceable.

133. Contrary to said express representations and written warranties, defendants designed, manufactured, marketed and sold CertainTeed vinyl siding that was not fit for its intended use as a beautifying, protective, durable, low maintenance and cost effective building product.

134. Contrary to said express representations and written warranties, the Siding prematurely degrades, blisters, fails, and is defective.

135. Contrary to said express representations and written warranties, defendants have refused to stand behind their product and guarantee the satisfaction of plaintiffs.

136. Contrary to said express representations and written warranties, defendants have denied plaintiffs’ warranty claims.

137. At all times relevant, plaintiffs acted with due diligence and notified defendants of their warranty claims within a reasonable time upon discovery of the defects alleged herein, which defects defendants knew, or should have known about, and despite their superior knowledge, defendants failed to disclose or warn plaintiffs.

138. Defendants’ denials, disclaimers and limitations of the aforementioned express warranties were unconscionable in that, among other things:

- a. A disparity of bargaining power existed between the parties—commercially sophisticated CertainTeed Saint-Gobain on the one hand, and the relatively unsophisticated lay-homeowner plaintiffs on the other hand;
- b. The express warranties were offered on a “take it or leave it” basis;

- c. CertainTeed Saint-Gobain had material information about the latent defect(s) in its vinyl siding products that caused them to blister, deform, and otherwise degrade under normal environmental and exposure conditions that that it did not share with its customers, including plaintiffs;
- d. Plaintiffs were surprised to learn, upon submission of their warranty claims, that the type of significant product failure that they had experienced would not be covered by defendants' express warranties;
- e. Defendants' representations, warranties and limitations were complex, convoluted, internally inconsistent, and misleading;
- f. Plaintiffs lacked meaningful choice in purchasing other vinyl siding products.

The vinyl siding industry, of which CertainTeed Saint-Gobain is one of the largest and arguably most well-known members, has intentionally devised the distribution network for their products to have such a structure providing consumers with little knowledge or choice about the products that are purchased and sold, or about the shortcomings of the products and warranties offered.

139. Defendants' denials, disclaimers and limitations of the aforementioned express warranties cause those warranties to fail of their essential purposes in that, among other things:

- a. CertainTeed Saint-Gobain was unwilling to repair or replace plaintiffs' faulty vinyl siding;
- b. CertainTeed Saint-Gobain was unable to repair or replace plaintiffs' faulty vinyl siding because replacement with the same, similarly-deficient siding product would only lead to further, future blistering, deformation, and damage;

- c. Plaintiffs' foreseeable, consequential and incidental damages relating to repair and replacement of damaged siding surpass the cost of the defective product itself, and/or the remedy available under the warranty.

140. As a result of the foregoing, defendants breached said express warranties to plaintiffs.

141. As a direct and proximate result of said breach of express warranties, plaintiffs have and will continue to suffer damages to repair, replace and remedy their defective CertainTeed vinyl siding in an amount to be determined at trial.

142. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective CertainTeed vinyl siding together with incidental, consequential and other damages, including but not limited to the diminution in value and collateral damage to plaintiffs' homes proximately caused by said defective siding.

**SECOND CAUSE OF ACTION –
BREACH OF IMPLIED WARRANTIES**

143. Plaintiffs repeat and re-allege the paragraphs above as if fully set forth herein.

144. Because the express warranties fail of their essential purposes, plaintiffs may seek remedies pursuant to the implied warranties provided by state statutes: New York Commercial Code § 2-719 and other similar state statutes including S.C. Code § 36-2-719; Tenn. Code Ann. § 47-2-719; Mich. Comp. Laws § 440.2719; N.H. Rev. Stat. § 381-A:2-719; 11 Maine Rev. Stat. § 2-719; and Minn. Stat. § 336.2-719.

145. At all times relevant, defendants CertainTeed Saint-Gobain owed a duty for implied warranties of merchantability and fitness for a particular purpose pursuant to New York Uniform Commercial Code §§ 2-314, 2-315 and other similar state statutes including S.C. Code Ann. §§ 36-2-314, 36-2-315; Tenn. Code Ann. §§ 47-2-314, 315; Mich. Comp. Laws §§

440.2314, 440.2315 and N.H. Rev. Stat. §§ 382-A:2-314, 382-A:2-315; 11 Maine Rev. Stat. §§ 2-314, 2-315; and Minn. Stat. §§ 336.2-314, 336.2-315.

146. At all times relevant, defendants knew, or had reason to know, that property owners desired CertainTeed vinyl siding for the purpose of installing said building product on the exterior of homes and other structures.

147. At all times relevant, defendants knew or had reason to know that property owners desired CertainTeed vinyl siding as a beautifying, durable, low maintenance and cost effective building product for the exterior of homes and other structures.

148. At all times relevant, defendants impliedly warranted to the public and plaintiffs that CertainTeed vinyl siding was a beautifying, durable, low maintenance and cost effective building product for use on the exterior of homes and other structures.

149. At all times relevant, defendants impliedly warranted to the public and plaintiffs that CertainTeed vinyl siding was of merchantable quality and fit for its intended purposes.

150. Defendants' representations were directed at plaintiffs and the Class, and made for the benefit of plaintiffs and the Class.

151. At all times relevant, plaintiffs justifiably relied upon defendants' skill and judgment that CertainTeed vinyl siding was of merchantable quality and satisfactory for its intended purposes.

152. At all times relevant, defendants knew or should have known that property owners, including plaintiffs, would rely upon defendants' skill and judgment that CertainTeed vinyl siding was of merchantable quality and satisfactory for its intended purposes.

153. In fact, defendants advertise CertainTeed vinyl siding as the "#1 Rated" brand of vinyl siding products by building professionals.

154. That defendants' CertainTeed vinyl siding was and is unfit for its intended purposes, not of merchantable quality, defective, degrades prematurely and fails to perform as impliedly warranted.

155. Defendants' denials, disclaimers and limitations of the aforementioned implied warranties were unconscionable in that, among other things:

- a. A disparity of bargaining power existed between the parties—commercially sophisticated CertainTeed Saint-Gobain on the one hand, and the relatively unsophisticated lay-homeowner plaintiffs on the other hand;
- b. The disclaimers and limitations of implied warranties were offered on a “take it or leave it” basis;
- c. CertainTeed Saint-Gobain had material information about the latent defect(s) in its vinyl siding products that caused them to blister, deform, and otherwise degrade under normal environmental and exposure conditions that that it did not share with its customers, including plaintiffs;
- d. Plaintiffs were surprised to learn, upon submission of their warranty claims, that the type of significant product failure that they had experienced would not be covered by defendants' implied warranties;
- e. Defendants' representations, warranties and limitations were complex, convoluted, internally inconsistent, and misleading;
- f. Plaintiffs lacked meaningful choice in purchasing other vinyl siding products.

The vinyl siding industry, of which CertainTeed Saint-Gobain is one of the largest and arguably most well-known member, has intentionally devised the distribution network for their products to have such a structure providing consumers with little

knowledge or choice about the products that are purchased and sold, or about the shortcomings of the products and warranties offered.

156. Defendants' denials, disclaimers and limitations of the aforementioned implied warranties cause those warranties to fail of their essential purposes in that, among other things:

- a. CertainTeed Saint-Gobain was unwilling to repair or replace plaintiffs' faulty vinyl siding;
- b. CertainTeed Saint-Gobain was unable to repair or replace plaintiffs' faulty vinyl siding because replacement with the same, similarly-deficient siding product would only lead to further, future blistering, deformation, and damage;
- c. Plaintiffs' foreseeable, consequential and incidental damages relating to repair and replacement of damaged siding surpass the cost of the defective product itself, and/or the remedy available under the warranty.

157. As a result of the foregoing, defendants breached their implied warranties to plaintiffs.

158. As a direct and proximate result of said breach of implied warranties, plaintiffs have and will continue to suffer damages to repair, replace and remedy their defective CertainTeed vinyl siding in an amount to be determined at trial.

159. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective CertainTeed vinyl siding together with incidental, consequential and other damages, including but not limited to the diminution in value and collateral damage to plaintiffs' homes proximately caused by said defective siding.

**THIRD CAUSE OF ACTION -
BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

160. Plaintiffs repeat and re-allege the paragraphs above as if fully set forth herein.

161. At all times relevant, defendants had a duty to act in good faith and fairness with plaintiffs.

162. The acts and omissions of defendants described above constitute a breach of the implied covenant of good faith and fair dealing.

163. As a direct and proximate result of said breach, plaintiffs have and will continue to suffer damages to repair, replace and remedy their defective CertainTeed vinyl siding in an amount to be determined at trial.

164. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective CertainTeed vinyl siding together with incidental, consequential and other damages, including but not limited to the diminution in value and collateral damage to plaintiffs' homes proximately caused by said defective siding.

**FOURTH CAUSE OF ACTION –
DECEPTIVE AND UNFAIR TRADE PRACTICES**

165. Plaintiffs repeat and re-allege the paragraphs above as if fully set forth herein.

166. At all times relevant, defendants CertainTeed Saint-Gobain had a duty not to engage in unfair, misleading, false, or deceptive trade practices under New York General Business Law § 349 and other state statutes including S.C. Code Ann. § 39-5-20, Tenn. Code Ann. § 47-18-104, Mich. Comp. Laws § 445.903, N.H. Rev. Stat. § 358-A:1, 5 Maine Rev. Stat. § 205-A, and Minn. Stat. § 325D.44.

167. Plaintiffs are consumers who purchased CertainTeed vinyl siding products and were subjected to defendants' unfair, misleading, false and deceptive business practices as alleged herein.

168. Defendants' deceptive and misleading conduct included, but was not limited to the following:

- a. Deceptive, false, and misleading marketing that CertainTeed vinyl siding is of particular standard, quality, or grade;
- b. Deceptive, false, and misleading advertisement that "Satisfaction is Guaranteed" for CertainTeed vinyl siding products;
- c. Deceptive, false, and misleading advertisements that CertainTeed vinyl siding is beautifying, protective, durable, low maintenance, and cost effective;
- d. Deceptive, false, and misleading representations that that CertainTeed vinyl siding will not result in failure, defect, or damage under normal exposure conditions;
- e. Deceptive, false, and misleading representations that CertainTeed vinyl siding will maintain its structural integrity, including protection from peeling, flaking, blistering, corroding, and excessive fading under normal exposure and weathering conditions;
- f. Failing to adequately disclose and/or concealing material facts that CertainTeed vinyl siding degrades and fails prematurely;
- g. Failing to adequately disclose or warn of normal environmental and building construction conditions in which CertainTeed siding blisters, degrades, and fails;
- h. Failing to adequately disclose and/or concealing complaints by property owners about material defects in CertainTeed vinyl siding.

169. The acts and omissions of defendants described above constitute deceptive business acts or practices.

170. Defendants' conduct has injured the public interest and continues to pose a threat to the public.

171. Plaintiffs reasonably relied on defendants' deceptive, false and misleading representations and omissions to their detriment.

172. By reason of the foregoing, plaintiffs have and will continue to suffer damages to repair, replace and remedy their defective CertainTeed vinyl siding in an amount to be determined at trial.

173. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective CertainTeed vinyl siding together with incidental, consequential and other damages, including but not limited to the diminution in value and collateral damage to plaintiffs' homes proximately caused by said defective siding.

174. Plaintiffs have provided defendants with all required pre-suit notice(s) and demand(s) required by the relevant statutes.

**FIFTH CAUSE OF ACTION –
FALSE ADVERTISING**

175. Plaintiffs incorporate by reference all of the paragraphs alleged above.

176. At all times relevant, defendants had a duty not to engage in false advertising under New York General Business Law § 350 and other similar state statutes.

177. The above described conduct of defendants constitutes false advertising, in violation of Section 350 of the New York Business Law and other similar state statutes.

178. By reason of the foregoing, plaintiffs have and will continue to suffer damages to repair, replace and remedy their defective CertainTeed vinyl siding in an amount to be determined at trial.

179. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective CertainTeed vinyl siding together with incidental, consequential and other

damages, including but not limited to the diminution in value and collateral damage to plaintiffs' homes proximately caused by said defective siding.

**SIXTH CAUSE OF ACTION –
UNJUST ENRICHMENT**

180. Plaintiffs repeat and re-allege the paragraphs above as if fully set forth herein.

181. Defendants have received substantial direct benefits from the marketing and sale of CertainTeed vinyl siding to property owners, including plaintiffs.

182. Defendants have accepted and enjoyed said benefits, including revenue and profit from the sale of CertainTeed vinyl siding products, which in fairness and good conscience should not be retained.

183. For the reasons stated heretofore, CertainTeed vinyl siding is defective, blisters, degrades prematurely, and fails to perform.

184. Defendants knew or should have known that CertainTeed vinyl siding products were defective, and that property owners would incur expense to repair, replace and remedy the same.

185. Defendants have denied any duty to reimburse, repair, replace, or remedy their defective products, thereby enriching themselves at the expense of plaintiffs.

186. As a result of the foregoing, the conduct of defendants constitutes unjust enrichment.

187. As a direct and proximate result of said breach, plaintiffs have and will continue to suffer damages to repair, replace and remedy their defective CertainTeed vinyl siding in an amount to be determined at trial.

188. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective CertainTeed vinyl siding together with incidental, consequential and other

damages, including but not limited to the diminution in value and collateral damage to plaintiffs' homes proximately caused by said defective siding.

**SEVENTH CAUSE OF ACTION –
EQUITABLE INDEMNITY/RESTITUTION**

189. Plaintiffs repeat and re-allege the paragraphs above as if fully set forth herein.

190. Defendants are liable to plaintiffs for all damages, expenses and costs incurred by plaintiffs as the direct and proximate result of their defective CertainTeed vinyl siding.

191. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective CertainTeed vinyl siding together with incidental, consequential and other damages, including but not limited to the diminution in value and collateral damage to plaintiffs' homes proximately caused by said defective siding.

192. Wherefore, plaintiffs seek indemnification and restitution from defendants.

**EIGHTH CAUSE OF ACTION –
DECLARATORY AND INJUNCTIVE RELIEF**

193. Plaintiffs repeat and re-allege the paragraphs above as if fully set forth herein.

194. Plaintiffs seek declaratory relief adjudicating the legal rights and obligations of the parties, together with injunctive relief:

- a. Enjoining defendants from further deceptive advertising, marketing, distribution, and sales practices with respect to CertainTeed vinyl siding products;
- b. Compelling defendants to fully disclose to property owners the defective nature of CertainTeed vinyl siding;
- c. Compelling defendants to audit and reassess all prior warranty claims on CertainTeed vinyl siding, including claims previously denied in whole or in part on warranty grounds; and

- d. Compelling defendants to establish an inspection program and protocol to be communicated to property owners requiring that defendants inspect, upon request, homes and structures to determine whether CertainTeed vinyl siding in prematurely degrading, blistering, and/or failing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand relief against defendants as follows:

1. Certification of this action as a class action;
2. Declaratory relief adjudicating the legal rights and obligations of the parties;
3. Injunctive relief compelling defendants to notify all Class members of the problems with CertainTeed vinyl siding;
4. Injunctive relief enjoining defendants from further deceptive advertising, marketing, distribution and sales practices with respect to CertainTeed vinyl siding products;
5. Compensatory, statutory, and punitive damages; disgorgement of profits; restitution; and pre-judgment and post-judgment interest, in an amount to be determined upon trial;
6. Attorneys' fees, disbursements and costs; and
7. Such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs demand a jury trial on all issues so triable.

Dated: September 26, 2017

Respectfully,

s/

Donald W. Boyajian (Bar Roll # 101196)
James R. Peluso (Bar Roll # 105634)
DREYER BOYAJIAN LLP
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Albany, NY 12210
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Attorneys for Plaintiffs

Exhibit A

VINYL SIDING
CERTAINTEED CORPORATION

LIFETIME
LIMITED

CertainTeed 
Quality made certain. Satisfaction guaranteed.™

WARRANTY

CONGRATULATIONS! ...and thank you for your recent purchase of one of the fine products in the CertainTeed Siding Collection. You can feel confident that you have made a wise decision buying from a company that is an industry leader and stands behind its products with strong warranty protection.

Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to vinyl siding, CertainTeed offers fiber cement siding, roofing, windows, fence, decking, railing, trim, foundations, pipe, insulation, walls and ceilings.

For over 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."



LIFETIME WARRANTY

Limited, Non-prorated and Transferable (prorated if transferred)

What and Who is Covered and for How Long

CertainTeed warrants to the original homeowner/consumer that its vinyl siding (except for Cedar Impressions[®], Northwoods[®] and Millennium[®] which carry separate warranties) will be free from manufacturing defects — including peeling, flaking, blistering and corroding — when subject to normal and proper use. Should any such defect occur during the lifetime of the original purchaser (and as long as the original purchaser is still living and retains ownership of the property), CertainTeed will pay to repair, replace or coat, at its option, any defective vinyl siding. CertainTeed also reserves the right to refund the amount paid by the original owner for the vinyl siding and accessories plus the cost of its original installation.

In the event of repair, replacement or coating under the terms of this warranty, the original warranty shall apply to the replacement, repaired or coated vinyl siding and will extend for the balance of the warranty period in effect at the time the vinyl siding proved defective.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.

The lifetime coverage in this warranty is designed to cover individual homeowners only. In the case of vinyl siding purchased by, or installed upon, property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be 50 years following the installation of the vinyl siding (prorated as indicated in the *Warranty Protection Schedule* below).

In the event of damage caused by hail during the warranty period, it is the owner's responsibility to pursue the cost of replacement or repair of damaged material through homeowner's insurance or any other applicable insurance coverage. Any cost incurred by the owner in excess of the insurance contribution will be reimbursed by CertainTeed (excluding any insurance deductible), except that CertainTeed will not be liable for costs in excess of the value of the replacement material required to replace the material damaged by hail. CertainTeed will not be responsible for the cost of the labor required to install the vinyl siding or to replace any hail-damaged material. All references in this warranty to vinyl siding include any CertainTeed vinyl soffit which is installed in conjunction with the original vinyl siding.

Transferability

If there is a change in ownership, the warranty may be transferred by the original purchaser of the vinyl siding to the new owner under the terms and conditions of this warranty. The warranty will then cover the period of 50 years following the installation of the vinyl siding and will be prorated as indicated in the *Warranty Protection Schedule* below. **The fade protection coverage of this warranty is not transferable.**

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- misuse, abuse, neglect or improper handling or storage;
- improper installation or installation not in strict adherence to CertainTeed's written instructions;
- use of accessories which do not properly receive and/or secure CertainTeed vinyl siding;

- impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- defects in, failure of or damage to the wall or material on which the vinyl siding was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building;
- any other cause not involving manufacturing defects in the material supplied by Certainfeild.

The vinyl siding is not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which Certainfeild has no control.

Certainfeild warrants this product against excess fade beyond normal weathering if caused by a manufacturing defect, and is reported to Certainfeild in accordance with the notice provision contained in the "What the Customer Must Do" portion of the warranty. Excess fade is defined by a change in color greater than four (4) Hunter units as calculated according to ASTM D2244.

Certainfeild shall have sole discretion to determine whether the vinyl siding has faded beyond normal weathering. If the vinyl siding is determined to have excessively faded, Certainfeild will pay to repair, replace or coat, at its option, the defective vinyl siding. Certainfeild also reserves the right to refund the amount paid by the original owner for the vinyl siding and accessories plus the cost of its initial installation. If the original costs cannot be determined by documentation, Certainfeild shall have sole discretion to determine the amount of refund.

This warranty does not apply to vinyl siding which has been painted, varnished or similarly coated over the manufacturer's original finish (unless the coating is authorized by Certainfeild pursuant to this warranty), or vinyl siding which has been distorted or melted due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects).

Certainfeild reserves the right to discontinue or modify any of its products, including the color, without notice to the homeowner/consumer, and shall not be liable as a result of such discontinuance or modification, nor shall Certainfeild be liable in the event the replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering. If Certainfeild replaces any material under this warranty, it may substitute products designated by Certainfeild to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Limited Warranty and Limitation of Remedies:

THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY CONSTITUTE THE EXCLUSIVE REMEDY AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES. APPLICABLE STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND/OR LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING OR REPLACING THE DEFECTIVE PRODUCT AND IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS OR PROPERTY, THAT OCCUR AS A RESULT OF THE BREACH. IF YOUR STATE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NO FIELD REPRESENTATIVE OF CERTAINTEED, DISTRIBUTOR, DEALER OR INSTALLER IS AUTHORIZED TO CHANGE OR MODIFY THIS LIMITED WARRANTY.

This limited warranty gives you specific legal rights. You may also have other rights that vary from state to state.

What the Customer Must Do

The homeowner/consumer must promptly notify CertainTeed in writing of any manufacturing defect (or hail damage) promptly following its discovery, and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: CertainTeed Corporation, Siding Products Group, 803 Belden Road, Jackson, MI 49203, ATTN: Consumer Services. The homeowner may be required to submit a sample of the defective material to CertainTeed for analysis. CertainTeed will then investigate the claim and examine the material claimed to be defective. CertainTeed will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Protection Schedule

Number of Years from Date of Original Installation to Date of Claim	Percentage of Purchase Price of Originally Installed Products Found to be Defective for which CertainTeed will be Responsible
During the original purchaser's Ownership of the Property	100%
Subsequent owner and others covered by a 50-year prorated warranty:	
0-5 years	100%
More than 5 but less than 7	90%
More than 7 but less than 8	80%
More than 8 but less than 9	70%
More than 9 but less than 10	60%
More than 10 but less than 11	50%
More than 11 but less than 12	40%
More than 12 but less than 13	30%
More than 13 but less than 14	20%
More than 14 but less than 50	10%

This warranty is effective 1/1/08. It replaces all prior warranties.

Effective Date: 1/1/08

Care and Maintenance

While CertainTeed vinyl siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be simply removed with the help of your garden hose and a bucket of soapy water.

If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and is usually first detected in areas not subjected to rainfall, such as under eaves and porch enclosures. For removal, prepare a solution as shown. (Caution: Greater concentrations may cause damage to vinyl siding.)

Mix together: $\frac{1}{4}$ cup detergent (Tide, for example), $\frac{1}{4}$ cup Trisodium Phosphate (Soflax, for example), one quart 5% Sodium Hypochlorite (Clorox, for example) and three quarts water.

If the above solution does not readily remove the mold or mildew spots, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced herein may be hazardous to the user or to the environment. Be sure to follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Please dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, contact the manufacturer of these products for instructions.

Important: Fire Safety Information

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire.

Rigid vinyl siding is made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from vinyl siding.

CertainTeed Corporation
Siding Products Group
P.O. Box 860
Valley Forge, PA 19482
www.certainteed.com

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CTS230

CertainTeed 
Quality made certain. Satisfaction guaranteed.

Exhibit B

CEDARBOARDS™
INSULATED SIDING
CERTAINTEED CORPORATION

LIFETIME
LIMITED

CertainTeed 

Quality made certain. Satisfaction guaranteed.™

WARRANTY



CONGRATULATIONS! ...and thank you for your recent purchase of one of the fine siding products from CertainTeed. You can feel confident that you have made a wise decision buying from a company that is an industry leader and stands behind its products with strong warranty protection. Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to vinyl and polymer siding, CertainTeed offers roofing, fiber cement siding, windows, fence, railing, decking, trim, foundations, pipe, insulation, walls, and ceilings. For over 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."



LIFETIME LIMITED WARRANTY

Limited, Non-Prorated and Transferable (Prorated if Transferred)

What and Who is Covered:

CertainTeed warrants to the property owner that its CedarBoards™ siding, soffit and accessory products (“siding products”) are free from manufacturing defects in material and workmanship if installed according to our applicable specifications, subject to the terms and conditions of this Warranty. If CertainTeed determines, in its sole discretion, that its siding products have a manufacturing defect under the terms of this Warranty, CertainTeed will, at its option, either (1) pay to repair, replace, refinish, or coat any siding product it determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the siding products plus the cost of the labor of the original installation.

CertainTeed warrants that the structural integrity of CedarBoards insulation will remain intact for the lifetime of the original property owner. We further warrant that the actual permeability of the insulation will not vary by more than ten percent (10%) from its published perm rating of 5 perms/inch as determined by ASTM Test Method E96 for permeability testing.

In no event will the value of CertainTeed's obligations under this Warranty exceed the purchase price of the originally installed products that CertainTeed determines have a manufacturing defect and the cost of the labor involved in the original installation of these products. Any costs or expenses beyond this amount are the responsibility of the property owner.

In the event of repair, replacement, refinishing, or coating under the terms of this Warranty, the warranty applicable to the original siding product shall apply to the repaired, replacement, refinished, or coated siding product and will extend for the balance of the original warranty period.

The lifetime warranty period offered for CertainTeed siding products is only available to the original, individual homeowners, and only if applied to a single-family home. All other structures and property owners (e.g., corporations, governmental agencies, partnerships, trusts, homeowner associations, cooperative housing arrangements, religious organizations, schools, condominiums, townhomes, apartment buildings, duplex, house of worship, and any other type of building or premises not owned by individual homeowners), including subsequent property owners (see Transferability section, below), are limited to a prorated 50 year warranty (see How Long You are Covered section, below).

How Long You are Covered:

This Warranty has a lifetime warranty so long as the original property owner is a person who lives in and owns the single-family home on which the siding products were originally installed. If the owner is a subsequent owner or a corporation, governmental agency, partnership, trust, homeowner association, cooperative housing arrangement, religious organization, or other entity not a person, or if the siding products are applied to a school, condominium, townhome, apartment building, duplex, house of worship, or any other type of building or premises not owned by an individual homeowner, warranty coverage under this Warranty is prorated starting from the original date of installation.

The original property owner of a single-family home (as described in this section) receives 100% non-prorated coverage.

Subsequent owners and others (as described in this section) are covered by a 50-year prorated warranty:

Percentage of Coverage	Years Since Installation
100%	Up to 5
90%	More than 5 and up to 7
80%	More than 7 and up to 8
70%	More than 8 and up to 9
60%	More than 9 and up to 10
50%	More than 10 and up to 11
40%	More than 11 and up to 12
30%	More than 12 and up to 13
20%	More than 13 and up to 14
10%	More than 14 and up to 50

Transferability:

This Warranty automatically transfers to subsequent property owners. The warranty for all subsequent property owners is a prorated 50 year warranty, measured from the original date of installation (see How Long You are Covered section, above). **The fade protection coverage of this Warranty is not transferable.**

Limitations:

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect, improper handling, or storage;
- Improper installation or installation not in strict adherence with CertainTeed's written installation instructions;
- Use of accessories which do not properly receive and/or secure CertainTeed CedarBoards siding;
- Failure of owner to provide normal maintenance and cleaning;
- Normal weathering, fading, chalking or oxidation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the CedarBoards siding was installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the building;
- Any other cause not resulting from a manufacturing defect in the products supplied by CertainTeed.

This Warranty does not apply to siding products which have been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is authorized by CertainTeed pursuant to this Warranty), or siding products which have been distorted or melted due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects).

CertainTeed warrants its siding products against excess fade beyond normal weathering if reported to CertainTeed in accordance with the notice provision (see What the Property Owner Must Do section, below). Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter units.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographic location of the building, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

CertainTeed shall have sole discretion to determine whether the siding products have faded beyond normal weathering. If the siding products are determined to have excessively faded, CertainTeed will pay to repair, replace, refinish, or coat, at its option, the affected siding products. CertainTeed also reserves the right to refund the amount paid by the original owner for the siding products plus the cost of labor involved in the original installation. If the original costs cannot be documented by the property owner, CertainTeed shall have sole discretion to determine the amount of any refund.

CertainTeed reserves the right to discontinue or modify any of its siding products, including the color, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this Warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the siding product initially installed has been discontinued or modified.

Limited Hail Damage Warranty:

CertainTeed warrants that its siding products will resist damage caused by hail. CertainTeed's obligation and warranty for hail damage is limited as follows: (1) the property owner must pursue the cost of replacement or repair of damaged siding products through homeowners' insurance or any other available or applicable insurance, and (2) if the cost of repair or replacement exceeds the property owner's insurer's payment/contribution (excluding any insurance deductible), CertainTeed will reimburse the property owner the difference between the cost of repair or replacement of the damaged siding products, and the insurer's payment/contribution (excluding any insurance deductible). In no event, however, will CertainTeed be liable for or have any warranty obligation in excess of the value of the hail damaged siding products, or be responsible for or reimburse the applicable insurance deductible, labor costs or other costs pertaining to removal or replacement of damaged siding products. CertainTeed will also have no warranty obligation or liability for any injury to persons or damage to property caused by hail damaged siding products.

What the Property Owner Must Do:

If you believe your siding products have a manufacturing defect, hail damage, or faded beyond normal weathering, you must promptly notify CertainTeed in writing and provide proof of property ownership, the date you bought the property, and the date of your siding products purchase and installation. In order to properly evaluate and process a warranty analysis and/or permit a CertainTeed representative to inspect the installed product, if required. CertainTeed will evaluate each properly reported claim under the terms of this Warranty and will notify you of any additional information or product samples it may need to process your claim.

Please send all notifications and correspondence to: CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
ATTN: Consumer Services

Warranty and Limitation of Remedies:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

This Warranty applies to siding products installed on or after January 1, 2009 (The warranty in effect at the time the material is originally installed is the applicable warranty.) This Warranty replaces all prior warranties.

Care and Maintenance

While CertainTeed CedarBoards siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:

Mix together: 1/3 cup of detergent (Tide, for example), 2/3 cup of Trisodium Phosphate (Soilax, for example), one quart of 5% Sodium Hypochlorite (Clorox, for example) and three quarts of water. (Caution: Greater concentrations may cause damage to CedarBoards siding.)

If the above solution does not readily remove the mold or mildew, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

Important: Fire Safety Information

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire.

Rigid vinyl siding products are made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and maintenance personnel should always take precautions to keep sources of fire, such as barbecues, and combustible materials such as dry leaves, mulch and trash, away from vinyl siding products.

buildingresponsibly™

CertainTeed Corporation
Siding Products Group
P.O. Box 860
Valley Forge, PA 19482
www.certainteed.com

CertainTeed 
Quality made certain. Satisfaction guaranteed.™

Exhibit C

LIFETIME LIMITED WARRANTY

Limited, Non-Prorated and Transferable (Prorated if Transferred)

What and Who is Covered:

CertainTeed warrants to the property owner that its vinyl siding (except for Cedar Impressions®, Northwoods® and Newtown™ which carry separate warranties), soffit and accessory products ("vinyl siding products") are free from manufacturing defects in material and workmanship if installed according to our applicable specifications, subject to the terms and conditions of this Warranty. If CertainTeed determines, in its sole discretion, that its vinyl siding products have a manufacturing defect under the terms of this Warranty, CertainTeed will, at its option, either (1) pay to repair, replace, refinish, or coat any vinyl siding product it determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the vinyl siding products plus the cost of the labor of the original installation.

In no event will the value of CertainTeed's obligations under this Warranty exceed the purchase price of the originally installed products that CertainTeed determines have a manufacturing defect and the cost of the labor involved in the original installation of these products. Any costs or expenses beyond this amount are the responsibility of the property owner.

In the event of repair, replacement, refinishing, or coating under the terms of this Warranty, the warranty applicable to the original vinyl siding product shall apply to the repaired, replacement, refinished, or coated vinyl siding product and will extend for the balance of the original warranty period.

The lifetime warranty period offered for CertainTeed vinyl siding products is only available to the original, individual homeowners, and only if applied to a single-family home. All other structures and property owners (e.g., corporations, governmental agencies, partnerships, trusts, homeowner associations, cooperative housing arrangements, religious organizations, schools, condominiums, townhomes, apartment buildings, duplex, house of worship, and any other type of building or premises not owned by individual homeowners), including subsequent property owners (see Transferability section, below), are limited to a prorated 50 year warranty (see How Long You are Covered section, below).

How Long You are Covered:

This Warranty has a lifetime warranty so long as the original property owner is a person who lives in and owns the single-family home on which the vinyl siding products were originally installed. If the owner is a subsequent owner or a corporation, governmental agency, partnership, trust, homeowner association, cooperative housing arrangement, religious organization, or other entity not a person, or if the vinyl siding products are applied to a school, condominium, townhome, apartment building, duplex, house of worship, or any other type of building or premises not owned by an individual homeowner, warranty coverage under this Warranty is prorated starting from the original date of installation.

The original property owner of a single-family home (as described in this section) receives 100% non-prorated coverage.

Subsequent owners and others (as described in this section) are covered by a 50-year prorated warranty:

Percentage of Coverage	Years Since Installation
100%	Up to 5
90%	More than 5 and up to 7
80%	More than 7 and up to 8
70%	More than 8 and up to 9
60%	More than 9 and up to 10
50%	More than 10 and up to 11
40%	More than 11 and up to 12
30%	More than 12 and up to 13
20%	More than 13 and up to 14
10%	More than 14 and up to 50

Transferability:

This Warranty automatically transfers to subsequent property owners. The warranty for all subsequent property owners is a prorated 50 year warranty, measured from the original date of installation (see How Long You are Covered section, above). The fade protection coverage of this Warranty is not transferable. **The fade protection coverage of this Warranty is not transferable.**

Limitations:

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect, improper handling, or storage;
- Improper installation or installation not in strict adherence with CertainTeed's written installation instructions;
- Use of accessories which do not properly receive and/or secure CertainTeed vinyl siding;
- Failure of owner to provide normal maintenance and cleaning;
- Normal weathering, fading, chalking or oxidation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the vinyl siding was installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the building;
- Any other cause not resulting from a manufacturing defect in the products supplied by CertainTeed.

This Warranty does not apply to vinyl siding products which have been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is authorized by CertainTeed pursuant to this Warranty), or vinyl siding products which have been distorted or melted due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects).

CertainTeed warrants its vinyl siding products against excess fade beyond normal weathering if reported to CertainTeed in accordance with the notice provision (see What the Property Owner Must Do section, below). Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter units.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographic location of the building, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

CertainTeed shall have sole discretion to determine whether the vinyl siding products have faded beyond normal weathering. If the vinyl siding products are determined to have excessively faded, CertainTeed will pay to repair, replace, refinish, or coat, at its option, the affected vinyl siding products. CertainTeed also reserves the right to refund the amount paid by the original owner for the vinyl siding products plus the cost of labor involved in the original installation. If the original costs cannot be documented by the property owner, CertainTeed shall have sole discretion to determine the amount of any refund.

CertainTeed reserves the right to discontinue or modify any of its vinyl siding products, including the color, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this Warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the vinyl siding product initially installed has been discontinued or modified.

Limited Hail Damage Warranty:

CertainTeed warrants that its vinyl siding products will resist damage caused by hail. CertainTeed's obligation and warranty for hail damage is limited as follows: (1) the property owner must pursue the cost of replacement or repair of damaged vinyl siding products through homeowners' insurance or any other available or applicable insurance, and (2) if the cost of repair or replacement exceeds the property owner's insurer's payment/contribution (excluding any insurance deductible), CertainTeed will reimburse the property owner the difference between the cost of repair or replacement of the damaged vinyl siding products, and the insurer's payment/contribution (excluding any insurance deductible). In no event, however, will CertainTeed be liable for or have any warranty obligation in excess of the value of the hail damaged vinyl siding products, or be responsible for or reimburse the applicable insurance deductible, labor costs or other costs pertaining to removal or replacement of damaged vinyl siding products. CertainTeed will also have no warranty obligation or liability for any injury to persons or damage to property caused by hail damaged vinyl siding products.

What the Property Owner Must Do:

If you believe your vinyl siding products have a manufacturing defect, hail damage, or faded beyond normal weathering, you must promptly notify CertainTeed in writing and provide proof of property ownership, the date you bought the property, and the date of your vinyl siding products purchase and installation. In order to properly evaluate and process a warranty claim, CertainTeed may require you to submit a product sample to CertainTeed for analysis and/or permit a CertainTeed representative to inspect the installed product, if required. CertainTeed will evaluate each properly reported claim under the terms of this Warranty and will notify you of any additional information or product samples it may need to process your claim.

Please send all notifications and correspondence to:
 CertainTeed Corporation
 803 Belden Road
 Jackson, MI 49203
 ATTN: Consumer Services

Warranty and Limitation of Remedies:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

This Warranty applies to siding products installed on or after January 1, 2009 (The warranty in effect at the time the material is originally installed is the applicable warranty.) This Warranty replaces all prior warranties.

Effective Date: 1/1/09

Care and Maintenance

While CertainTeed vinyl siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:

Mix together: 1/3 cup of detergent (Tide, for example), 2/3 cup of Trisodium Phosphate (Soilax, for example), one quart of 5% Sodium Hypochlorite (Clorox, for example) and three quarts of water. (Caution: Greater concentrations may cause damage to vinyl siding.)

If the above solution does not readily remove the mold or mildew, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

Important: Fire Safety Information

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire.

Rigid vinyl siding products are made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and maintenance personnel should always take precautions to keep sources of fire, such as barbecues, and combustible materials such as dry leaves, mulch and trash, away from vinyl siding products.

buildingresponsibly™

CertainTeed Corporation
Siding Products Group
P.O. Box 860
Valley Forge, PA 19482
www.certainteed.com

CertainTeed 
Quality made certain. Satisfaction guaranteed.™

Exhibit D

Wolverine
Siding
Lifetime
Limited
Warranty

Wolverine[®]
SIDING SYSTEMS





Wolverine Siding

Lifetime Limited Warranty

Limited, Non-Prorated and Transferable (Prorated if Transferred)

What and Who is Covered:

Wolverine warrants to the property owner that its vinyl siding, soffit and accessory products (“vinyl siding products”) are free from manufacturing defects in material and workmanship if installed according to our applicable specifications, subject to the terms and conditions of this Warranty. If Wolverine determines, in its sole discretion, that its vinyl siding products have a manufacturing defect under the terms of this Warranty, Wolverine will, at its option, either (1) pay to repair, replace, refinish, or coat any vinyl siding product it determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the vinyl siding products plus the cost of the labor of the original installation.

In no event will the value of Wolverine’s obligations under this Warranty exceed the purchase price of the originally installed products that Wolverine determines have a manufacturing defect and the cost of the labor involved in the original installation of these products. Any costs or expenses beyond this amount are the responsibility of the property owner.

In the event of repair, replacement, refinishing, or coating under the terms of this Warranty, the warranty applicable to the original vinyl siding product shall apply to the repaired, replacement, refinished, or coated vinyl siding product and will extend for the balance of the original warranty period.

The lifetime warranty period offered for Wolverine vinyl siding products is only available to the original, individual homeowners, and only if applied to a single-family home. All other structures and property owners (e.g., corporations, governmental agencies, partnerships, trusts, homeowner associations, cooperative housing arrangements, religious organizations, schools, condominiums, townhomes, apartment buildings, duplex, house of worship, and any other type of building or premises not owned by individual homeowners), including subsequent property owners (see “Transferability” section), are limited to a prorated 50-year warranty (see “How Long You are Covered” section).

How Long You are Covered:

This Warranty has a lifetime warranty so long as the original property owner is a person who lives in and owns the single-family home on which the vinyl siding products were originally installed. If the owner is a subsequent owner or a corporation, governmental agency, partnership, trust, homeowner association, cooperative housing arrangement, religious organization, or other entity not a person, or if the vinyl siding products are applied to a school, condominium, townhome, apartment building, duplex, house of worship, or any other type of building or premises not owned by an individual homeowner, warranty coverage under this Warranty is prorated starting from the original date of installation.

The original property owner of a single-family home (as described in this section) receives 100% non-prorated coverage.

Subsequent owners and others (as described in this section) are covered by a 50-year prorated warranty:

Percentage of Coverage	Years Since Installation	Percentage of Coverage	Years Since Installation
100%	Up to 5	50%	More than 10 and up to 11
90%	More than 5 and up to 7	40%	More than 11 and up to 12
80%	More than 7 and up to 8	30%	More than 12 and up to 13
70%	More than 8 and up to 9	20%	More than 13 and up to 14
60%	More than 9 and up to 10	10%	More than 14 and up to 50

This Warranty automatically transfers to subsequent property owners. The warranty for all subsequent property owners is a prorated 50-year warranty, measured from the original date of installation (see "How Long You are Covered" section). **The fade protection coverage of this Warranty is not transferable.**

Limitations:

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect, improper handling, or storage;
- Improper installation or installation not in strict adherence with Wolverine's written installation instructions;
- Use of accessories which do not properly receive and/or secure Wolverine vinyl siding;
- Failure of owner to provide normal maintenance and cleaning;
- Normal weathering, fading, chalking or oxidation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the vinyl siding was installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the building;
- Any other cause not resulting from a manufacturing defect in the products supplied by Wolverine.

This Warranty does not apply to vinyl siding products which have been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is authorized by Wolverine pursuant to this Warranty), or vinyl siding products which have been distorted or melted due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects).

Wolverine warrants its vinyl siding products against excess fade beyond normal weathering if reported to Wolverine in accordance with the notice provision (see "What the Property Owner Must Do" section). Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter units.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographic location of the building, the cleanliness of the air in the area, and many other influences over which Wolverine has no control.

Wolverine shall have sole discretion to determine whether the vinyl siding products have faded beyond normal weathering. If the vinyl siding products are determined to have excessively faded, Wolverine will pay to repair, replace, refinish, or coat, at its option, the affected vinyl siding products. Wolverine also reserves the right to refund the amount paid by the original owner for the vinyl siding products plus the cost of labor involved in the original installation. If the original costs cannot be documented by the property owner, Wolverine shall have sole discretion to determine the amount of any refund.

Wolverine reserves the right to discontinue or modify any of its vinyl siding products, including the color, and shall not be liable as a result of such discontinuance or modification, nor shall Wolverine be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If Wolverine replaces any material under this Warranty, it may substitute products designated by Wolverine to be of comparable quality or price range in the event the vinyl siding product initially installed has been discontinued or modified.

Wolverine warrants that its vinyl siding products will resist damage caused by hail. Wolverine's obligation and warranty for hail damage is limited as follows: (1) the property owner must pursue the cost of replacement or repair of damaged vinyl siding products through homeowners' insurance or any other available or applicable insurance, and (2) if the cost of repair or replacement exceeds the property owner's insurer's payment/contribution (excluding any insurance deductible), Wolverine will reimburse the property owner the difference between the cost of repair or replacement of the damaged vinyl siding products, and the insurer's payment/contribution (excluding any insurance deductible). In no event, however, will Wolverine be liable for or have any warranty obligation in excess of the value of the hail-damaged vinyl siding products, or be responsible for or reimburse the applicable insurance deductible, labor costs or other costs pertaining to removal or replacement of damaged vinyl siding products. Wolverine will also have no warranty obligation or liability for any injury to persons or damage to property caused by hail-damaged vinyl siding products.

What the Property Owner Must Do:

If you believe your vinyl siding products have a manufacturing defect, hail damage, or faded beyond normal weathering, you must promptly notify Wolverine in writing and provide proof of property ownership, the date you bought the property, and the date of your vinyl siding products purchase and installation. In order to properly evaluate and process a warranty claim, Wolverine may require you to submit a product sample to Wolverine for analysis and/or permit a Wolverine representative to inspect the installed product, if required. Wolverine will evaluate each properly reported claim under the terms of this Warranty and will notify you of any additional information or product samples it may need to process your claim.

Please send all notifications and correspondence to:

CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
ATTN: Consumer Services

Warranty and Limitation of Remedies:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY WOLVERINE. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WOLVERINE'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL WOLVERINE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF WOLVERINE'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL WOLVERINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or Wolverine field representatives.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

*This Warranty applies to vinyl siding products installed on or after January 1, 2011.
(The warranty in effect at the time the material is originally installed is the applicable warranty.)*

This Warranty replaces all prior warranties.

Care and Maintenance:

While Wolverine vinyl siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:

Mix together: 1/3 cup of detergent (Tide[®], for example), 2/3 cup of Trisodium Phosphate (Soilax[®], for example), one quart of 5% Sodium Hypochlorite (Clorox[®], for example) and three quarts of water. (Caution: Greater concentrations may cause damage to vinyl siding.)

If the above solution does not readily remove the mold or mildew, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

Important—Fire Safety Information:

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire.

Rigid vinyl siding products are made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and maintenance personnel should always take precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from vinyl siding products.



CertainTeed Corporation, P.O. Box 860, Valley Forge, PA 19482

www.siding.com

Exhibit E

VINYL SIDING
CERTAINTEED CORPORATION

LIFETIME
LIMITED

CertainTeed 

Quality made certain. Satisfaction guaranteed.™

WARRANTY

LIFETIME LIMITED WARRANTY

Limited, Non-Prorated and Transferable (Prorated if Transferred)

What and Who is Covered:

CertainTeed warrants to the property owner that its vinyl siding (except for Cedar Impressions®, Northwoods® and Newtown™ which carry separate warranties), soffit and accessory products ("vinyl siding products") are free from manufacturing defects in material and workmanship if installed according to our applicable specifications, subject to the terms and conditions of this Warranty. If CertainTeed determines, in its sole discretion, that its vinyl siding products have a manufacturing defect under the terms of this Warranty, CertainTeed will, at its option, either (1) pay to repair, replace, refinish, or coat any vinyl siding product it determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the vinyl siding products plus the cost of the labor of the original installation.

In no event will the value of CertainTeed's obligations under this Warranty exceed the purchase price of the originally installed products that CertainTeed determines have a manufacturing defect and the cost of the labor involved in the original installation of these products. Any costs or expenses beyond this amount are the responsibility of the property owner.

In the event of repair, replacement, refinishing, or coating under the terms of this Warranty, the warranty applicable to the original vinyl siding product shall apply to the repaired, replacement, refinished, or coated vinyl siding product and will extend for the balance of the original warranty period.

The lifetime warranty period offered for CertainTeed vinyl siding products is only available to the original, individual homeowners, and only if applied to a single-family home. All other structures and property owners (e.g., corporations, governmental agencies, partnerships, trusts, homeowner associations, cooperative housing arrangements, religious organizations, schools, condominiums, townhomes, apartment buildings, duplex, house of worship, and any other type of building or premises not owned by individual homeowners), including subsequent property owners (see Transferability section, below), are limited to a prorated 50 year warranty (see How Long You are Covered section, below).

How Long You are Covered:

This Warranty has a lifetime warranty so long as the original property owner is a person who lives in and owns the single-family home on which the vinyl siding products were originally installed. If the owner is a subsequent owner or a corporation, governmental agency, partnership, trust, homeowner association, cooperative housing arrangement, religious organization, or other entity not a person, or if the vinyl siding products are applied to a school, condominium, townhome, apartment building, duplex, house of worship, or any other type of building or premises not owned by an individual homeowner, warranty coverage under this Warranty is prorated starting from the original date of installation.

The original property owner of a single-family home (as described in this section) receives 100% non-prorated coverage.

Subsequent owners and others (as described in this section) are covered by a 50-year prorated warranty:

Percentage of Coverage	Years Since Installation
100%	Up to 5
90%	More than 5 and up to 7
80%	More than 7 and up to 8
70%	More than 8 and up to 9
60%	More than 9 and up to 10
50%	More than 10 and up to 11
40%	More than 11 and up to 12
30%	More than 12 and up to 13
20%	More than 13 and up to 14
10%	More than 14 and up to 50

Transferability:

This Warranty automatically transfers to subsequent property owners. The warranty for all subsequent property owners is a prorated 50 year warranty, measured from the original date of installation (see How Long You are Covered section, above). **The fade protection coverage of this Warranty is not transferable.**

Limitations:

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect, improper handling, or storage;
- Improper installation or installation not in strict adherence with CertainTeed's written installation instructions;
- Use of accessories which do not properly receive and/or secure CertainTeed vinyl siding;
- Failure of owner to provide normal maintenance and cleaning;
- Normal weathering, fading, chalking or oxidation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the vinyl siding was installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the building;
- Any other cause not resulting from a manufacturing defect in the products supplied by CertainTeed.

This Warranty does not apply to vinyl siding products which have been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is authorized by CertainTeed pursuant to this Warranty), or vinyl siding products which have been distorted or melted due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects).

CertainTeed warrants its vinyl siding products against excess fade beyond normal weathering if reported to CertainTeed in accordance with the notice provision (see What the Property Owner Must Do section, below). Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter units.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographic location of the building, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

CertainTeed shall have sole discretion to determine whether the vinyl siding products have faded beyond normal weathering. If the vinyl siding products are determined to have excessively faded, CertainTeed will pay to repair, replace, refinish, or coat, at its option, the affected vinyl siding products. CertainTeed also reserves the right to refund the amount paid by the original owner for the vinyl siding products plus the cost of labor involved in the original installation. If the original costs cannot be documented by the property owner, CertainTeed shall have sole discretion to determine the amount of any refund.

CertainTeed reserves the right to discontinue or modify any of its vinyl siding products, including the color, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this Warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the vinyl siding product initially installed has been discontinued or modified.

Limited Hail Damage Warranty:

CertainTeed warrants that its vinyl siding products will resist damage caused by hail. CertainTeed's obligation and warranty for hail damage is limited as follows: (1) the property owner must pursue the cost of replacement or repair of damaged vinyl siding products through homeowners' insurance or any other available or applicable insurance, and (2) if the cost of repair or replacement exceeds the property owner's insurer's payment/contribution (excluding any insurance deductible), CertainTeed will reimburse the property owner the difference between the cost of repair or replacement of the damaged vinyl siding products, and the insurer's payment/contribution (excluding any insurance deductible). In no event, however, will CertainTeed be liable for or have any warranty obligation in excess of the value of the hail damaged vinyl siding products, or be responsible for or reimburse the applicable insurance deductible, labor costs or other costs pertaining to removal or replacement of damaged vinyl siding products. CertainTeed will also have no warranty obligation or liability for any injury to persons or damage to property caused by hail damaged vinyl siding products.

What the Property Owner Must Do:

If you believe your vinyl siding products have a manufacturing defect, hail damage, or faded beyond normal weathering, you must promptly notify CertainTeed in writing and provide proof of property ownership, the date you bought the property, and the date of your vinyl siding products purchase and installation. In order to properly evaluate and process a warranty claim, CertainTeed may require you to submit a product sample to CertainTeed for analysis and/or permit a CertainTeed representative to inspect the installed product, if required. CertainTeed will evaluate each properly reported claim under the terms of this Warranty and will notify you of any additional information or product samples it may need to process your claim.

Please send all notifications and correspondence to: CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
ATTN: Consumer Services

Warranty and Limitation of Remedies:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

This Warranty applies to siding products installed on or after January 1, 2009 (The warranty in effect at the time the material is originally installed is the applicable warranty.) This Warranty replaces all prior warranties.

CONGRATULATIONS! ...and thank you for your recent purchase of one of the fine siding products from CertainTeed. You can feel confident that you have made a wise decision buying from a company that is an industry leader and stands behind its products with strong warranty protection. Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to vinyl and polymer siding, CertainTeed offers roofing, fiber cement siding, windows, fence, railing, decking, trim, foundations, pipe, insulation, walls, and ceilings. For over 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."

Roofing 800-345-1145
Siding 800-999-3654



Care and Maintenance

While CertainTeed vinyl siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:

Mix together: 1/3 cup of detergent (Tide, for example), 2/3 cup of Trisodium Phosphate (Soilax, for example), one quart of 5% Sodium Hypochlorite (Clorox, for example) and three quarts of water. (Caution: Greater concentrations may cause damage to vinyl siding.)

If the above solution does not readily remove the mold or mildew, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

Important: Fire Safety Information

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire.

Rigid vinyl siding products are made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and maintenance personnel should always take precautions to keep sources of fire, such as barbecues, and combustible materials such as dry leaves, mulch and trash, away from vinyl siding products.

buildingresponsibly™

CertainTeed Corporation
Siding Products Group
P.O. Box 860
Valley Forge, PA 19482
www.certainteed.com

CertainTeed 
Quality made certain. Satisfaction guaranteed.™

Exhibit F

NORTHWOODS[®] SIDING
CERTAINTEED CORPORATION

LIFETIME
LIMITED

CertainTeed
SAINT-GOBAIN

WARRANTY

CONGRATULATIONS! ...and thank you for your recent purchase of one of the fine siding products from CertainTeed. You can feel confident that you have made a wise decision buying from a company that is an industry leader and stands behind its products with strong warranty protection. Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to vinyl and polymer siding, CertainTeed offers roofing, fiber cement siding, windows, fence, railing, decking, trim, foundations, pipe, insulation, walls, and ceilings. For over 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."



LIFETIME WARRANTY

Limited, Non-Prorated and Transferable (Prorated if Transferred)

What and Who is Covered

CertainTeed warrants to the property owner that its Northwoods® siding, soffit and accessory products (“siding products”) are free from manufacturing defects in material and workmanship if installed according to our applicable specifications, subject to the terms and conditions of this Warranty. If CertainTeed determines, in its sole discretion, that its siding products have a manufacturing defect under the terms of this Warranty, CertainTeed will, at its option, either (1) pay to repair, replace, refinish, or coat any siding product it determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the siding products plus the cost of the labor of the original installation.

In no event will the value of CertainTeed's obligations under this Warranty exceed the purchase price of the originally installed products that CertainTeed determines have a manufacturing defect and the cost of the labor involved in the original installation of these products. Any costs or expenses beyond this amount are the responsibility of the property owner.

In the event of repair, replacement, refinishing, or coating under the terms of this Warranty, the warranty applicable to the original siding product shall apply to the repaired, replacement, refinished, or coated siding product and will extend for the balance of the original warranty period.

The lifetime warranty period offered for CertainTeed siding products is only available to the original, individual homeowners, and only if applied to a single-family home. All other structures and property owners (e.g., corporations, governmental agencies, partnerships, trusts, homeowner associations, cooperative housing arrangements, religious organizations, schools, condominiums, townhomes, apartment buildings, duplex, house of worship, and any other type of building or premises not owned by individual homeowners), including subsequent property owners (see Transferability section, below), are limited to a prorated 50 year warranty (see How Long You are Covered section, below).

How Long You are Covered:

This Warranty has a lifetime warranty so long as the original property owner is a person who lives in and owns the single-family home on which the siding products were originally installed. If the owner is a subsequent owner or a corporation, governmental agency, partnership, trust, homeowner association, cooperative housing arrangement, religious organization, or other entity not a person, or if the siding products are applied to a school, condominium, townhome, apartment building, duplex, house of worship, or any other type of building or premises not owned by an individual homeowner, warranty coverage under this Warranty is prorated starting from the original date of installation.

The original property owner of a single-family home (as described in this section) receives 100% non-prorated coverage.

Subsequent owners and others (as described in this section) are covered by a 50-year prorated warranty:

Percentage of Coverage	Years Since Installation
100%	Up to 5
90%	More than 5 and up to 7
80%	More than 7 and up to 8
70%	More than 8 and up to 9
60%	More than 9 and up to 10
50%	More than 10 and up to 11
40%	More than 11 and up to 12
30%	More than 12 and up to 13
20%	More than 13 and up to 14
10%	More than 14 and up to 50

Transferability:

This Warranty automatically transfers to subsequent property owners. The warranty for all subsequent property owners is a prorated 50 year warranty, measured from the original date of installation (see How Long You are Covered section, above). **The fade protection coverage of this Warranty is not transferable.**

Limitations:

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect, improper handling, or storage;
- Improper installation or installation not in strict adherence with CertainTeed's written installation instructions;
- Use of accessories which do not properly receive and/or secure CertainTeed siding;
- Failure of owner to provide normal maintenance and cleaning;
- Normal weathering, fading, chalking or oxidation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the siding was installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the building;
- Siding products that have been power washed.
- Any other cause not resulting from a manufacturing defect in the products supplied by CertainTeed.

This Warranty does not apply to siding products which have been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is authorized by CertainTeed pursuant to this Warranty), or siding products which have been distorted or melted due to an external heat source (including, but not limited to a barbecue grill, fire, or reflection from windows, doors, or other objects).

CertainTeed warrants its siding products against excess fade beyond normal weathering if reported to CertainTeed in accordance with the notice provision (see What the Property Owner Must Do section, below). Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter units. Excessive fade limited warranty is for 10 (ten) years from the date of the original installation of the siding products.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographic location of the building, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

CertainTeed shall have sole discretion to determine whether the siding products have faded beyond normal weathering. If the siding products are determined to have excessively faded, CertainTeed will pay to repair, replace, refinish, or coat, at its option, the affected siding products. CertainTeed also reserves the right to refund the amount paid by the original owner for the siding products plus the cost of labor involved in the original installation. If the original costs cannot be documented by the property owner, CertainTeed shall have sole discretion to determine the amount of any refund.

CertainTeed reserves the right to discontinue or modify any of its siding products, including the color, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this Warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the vinyl siding product initially installed has been discontinued or modified.

Limited Hail Damage Warranty:

CertainTeed warrants that its siding products will resist damage caused by hail. CertainTeed's obligation and warranty for hail damage is limited as follows: (1) the property owner must pursue the cost of replacement or repair of damaged siding products through homeowners' insurance or any other available or applicable insurance, and (2) if the cost of repair or replacement exceeds the property owner's insurer's payment/contribution (excluding any insurance deductible), CertainTeed will reimburse the property owner the difference between the cost of repair or replacement of the damaged siding products, and the insurer's payment/contribution (excluding any insurance deductible). In no event, however, will CertainTeed be liable for or have any warranty obligation in excess of the value of the hail damaged siding products, or be responsible for or reimburse the applicable insurance deductible, labor costs or other costs pertaining to removal or replacement of damaged siding products. CertainTeed will also have no warranty obligation or liability for any injury to persons or damage to property caused by hail damaged siding products.

What the Property Owner Must Do:

If you believe your siding products have a manufacturing defect, hail damage, or faded beyond normal weathering, you must promptly notify CertainTeed in writing and provide proof of property ownership, the date you bought the property, and the date of your siding products purchase and installation. In order to properly evaluate and process a warranty claim, CertainTeed may require you to submit a product sample to CertainTeed for analysis and/or permit a CertainTeed representative to inspect the installed product, if required. CertainTeed will evaluate each properly reported claim under the terms of this Warranty and will notify you of any additional information or product samples it may need to process your claim.

Please send all notifications and correspondence to: CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
ATTN: Consumer Services

Warranty and Limitation of Remedies:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

All payments made by CertainTeed pursuant to this Warranty are in U.S. dollars.

This Warranty applies to siding products installed on or after January 1, 2013 (The warranty in effect at the time the material is originally installed is the applicable warranty.) This Warranty replaces all prior warranties.

Care and Maintenance

While CertainTeed Northwoods™ siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use. Siding products should not be cleaned with a power washer.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:

Mix together: 1/3 cup of detergent (Tide, for example), 2/3 cup of Trisodium Phosphate (SoilMax, for example), one quart of 5% Sodium Hypochlorite (Clorox, for example) and three quarts of water. (Caution: Greater concentrations may cause damage to vinyl siding.)

If the above solution does not readily remove the mold or mildew, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

Important: Fire Safety Information

Northwoods® products require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of these products store, handle and install these products in a manner that avoids damage to the product and/or structure. Owners and installers should take a few simple steps to protect siding products from fire.

Siding products are made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from siding.

CertainTeed Corporation
Siding Products Group
P.O. Box 860
Valley Forge, PA 19482
www.certainteed.com

CertainTeed
SAINT-GOBAIN

Exhibit G

VINYL SIDING PRODUCTS
CERTAINTEED CORPORATION

LIFETIME
LIMITED

CertainTeed
SAINT-GOBAIN

WARRANTY

CONGRATULATIONS! *..and thank you for your recent purchase of one of the fine siding products from CertainTeed. You can feel confident that you have made a wise decision buying from a company that is an industry leader and stands behind its products with strong warranty protection. Since 1904, CertainTeed has been producing quality building products that provide long-lasting beauty and protection for homes of every size, style and age. In addition to vinyl and polymer siding, CertainTeed offers roofing, fence, railing, decking, trim, insulation, walls, and ceilings. For over 100 years, the origin of our name continues to be our ongoing philosophy, "Quality made certain, satisfaction guaranteed."*



LIFETIME LIMITED WARRANTY

Limited, Non-Prorated and Transferable (Prorated if Transferred)

What and Who is Covered:

CertainTeed warrants to the property owner that its vinyl siding (except for Cedar Impressions[®], Northwoods[®] and CedarBoards[™] which carry separate warranties), soffit, under deck and accessory products (“Vinyl Siding Products”) are free from manufacturing defects in material and workmanship if installed according to our applicable specifications, subject to the terms and conditions of this Warranty. If CertainTeed determines, in its sole discretion, that its Vinyl Siding Products have a manufacturing defect under the terms of this Warranty, CertainTeed will, at its option, either (1) pay to repair, replace, refinish, or coat any vinyl siding product it determines has a manufacturing defect, or (2) refund the amount paid by the original property owner for the Vinyl Siding Products plus the cost of the labor of the original installation.

In no event will the value of CertainTeed’s obligations under this Warranty exceed the purchase price of the originally installed products that CertainTeed determines have a manufacturing defect and the cost of the labor involved in the original installation of these products. Any costs or expenses beyond this amount are the responsibility of the property owner.

In the event of repair, replacement, refinishing, or coating under the terms of this Warranty, the warranty applicable to the original Vinyl Siding Product shall apply to the repaired, replacement, refinished, or coated Vinyl Siding Product and will extend for the balance of the original warranty period.

The lifetime warranty period offered for CertainTeed Vinyl Siding Products is only available to the original, individual homeowners, and only if applied to a single-family home. All other structures and property owners (e.g., corporations, governmental agencies, partnerships, trusts, homeowner associations, cooperative housing arrangements, religious organizations, schools, condominiums, townhomes, apartment buildings, duplex, house of worship, and any other type of building or premises not owned by individual homeowners), including subsequent property owners (see Transferability section, below), are limited to a prorated 50 year warranty (see How Long You are Covered section, below).

How Long You are Covered:

This Warranty has a lifetime warranty so long as the original property owner is a person who lives in and owns the single-family home on which the Vinyl Siding Products were originally installed. If the owner is a subsequent owner or a corporation, governmental agency, partnership, trust, homeowner association, cooperative housing arrangement, religious organization, or other entity not a person, or if the Vinyl Siding Products are applied to a school, condominium, townhome, apartment building, duplex, house of worship, or any other type of building or premises not owned by an individual homeowner, warranty coverage under this Warranty is prorated starting from the original date of installation.

The original property owner of a single-family home (as described in this section) receives 100% non-prorated coverage.

Subsequent owners and others (as described in this section) are covered by a 50-year prorated warranty:

Percentage of Coverage	Years Since Installation
100%	Up to 5
90%	More than 5 and up to 7
80%	More than 7 and up to 8
70%	More than 8 and up to 9
60%	More than 9 and up to 10
50%	More than 10 and up to 11
40%	More than 11 and up to 12
30%	More than 12 and up to 13
20%	More than 13 and up to 14
10%	More than 14 and up to 50

Transferability:

This Warranty automatically transfers to subsequent property owners. The warranty for all subsequent property owners is a prorated 50 year warranty, measured from the original date of installation (see How Long You are Covered section, above). **The fade protection coverage of this Warranty is not transferable.**

Limitations:

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect, improper handling, or storage;
- Improper installation or installation not in strict adherence with CertainTeed's written installation instructions;
- Use of accessories which do not properly receive and/or secure CertainTeed Vinyl Siding Products;
- Failure of owner to provide normal maintenance and cleaning;
- Normal weathering, fading, chalking or oxidation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of or damage to the wall or material on which the Vinyl Siding Products were installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, decking or the foundation of the building;
- Distortion or melting of the Vinyl Siding Products due to external heat sources, including but not limited to, barbeque grills, fires or as a result of reflection from windows, doors or other objects;
- Damage caused by deck stains, grease, petroleum-based products or other corrosive chemicals or liquids;
- Any other cause not resulting from a manufacturing defect in the products supplied by CertainTeed.

This Warranty is voided for any Vinyl Siding Products which have been painted, varnished, refinished, or similarly coated over the manufacturer's original finish (unless the refinishing or coating is authorized by CertainTeed pursuant to this Warranty). In no event will CertainTeed be responsible for or have any liability for damage to any personal or real property or for any personal injury, which occurs beneath its under deck products.

CertainTeed warrants its Vinyl Siding Products against excess fade beyond normal weathering if reported to CertainTeed in accordance with the notice provision (see What the Property Owner Must Do section, below). Excess fade is defined by a change in color, as calculated according to ASTM D2244, greater than four (4) Hunter units.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographic location of the building, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

CertainTeed shall have sole discretion to determine whether the Vinyl Siding Products have faded beyond normal weathering. If the Vinyl Siding Products are determined to have excessively faded, CertainTeed will pay to repair, replace, refinish, or coat, at its option, the affected vinyl siding products. CertainTeed also reserves the right to refund the amount paid by the original owner for the Vinyl Siding Products plus the cost of labor involved in the original installation. If the original costs cannot be documented by the property owner, CertainTeed shall have sole discretion to determine the amount of any refund.

CertainTeed reserves the right to discontinue or modify any of its Vinyl Siding Products, including the color, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event the replacement material varies in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this Warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the Vinyl Siding Product initially installed has been discontinued or modified.

Limited Hail Damage Warranty:

CertainTeed warrants that its Vinyl Siding Products will resist damage caused by hail. CertainTeed's obligation and warranty for hail damage is limited as follows: (1) the property owner must pursue the cost of replacement or repair of damaged vinyl siding products through homeowners' insurance or any other available or applicable insurance, and (2) if the cost of repair or replacement exceeds the property owner's insurer's payment/contribution (excluding any insurance deductible), CertainTeed will reimburse the property owner the difference between the cost of repair or replacement of the damaged Vinyl Siding Products, and the insurer's payment/contribution (excluding any insurance deductible). In no event, however, will CertainTeed be liable for or have any warranty obligation in excess of the value of the hail damaged Vinyl Siding Products, or be responsible for or reimburse the applicable insurance deductible, labor costs or other costs pertaining to removal or replacement of damaged Vinyl Siding Products. CertainTeed will also have no warranty obligation or liability for any injury to persons or damage to property caused by hail damaged Vinyl Siding Products. All payments made by CertainTeed pursuant to this warranty are in U.S. dollars.

What the Customer Must Do:

If you believe your Vinyl Siding Products have a manufacturing defect, hail damage, or faded beyond normal weathering, you must promptly notify CertainTeed in writing and provide proof of property ownership, the date you bought the property, and the date of your Vinyl Siding Products purchase and installation. In order to properly evaluate and process a warranty claim, CertainTeed may require you to submit a product sample to CertainTeed for analysis and/or permit a CertainTeed representative to inspect the installed product, if required. CertainTeed will evaluate each properly reported claim under the terms of this Warranty and will notify you of any additional information or product samples it may need to process your claim.

Please send all notifications and correspondence to:

CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
ATTN: Consumer Services

Warranty and Limitation of Remedies:

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REFUNDING, REFINISHING, COATING, OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State or Province to Province.

This Warranty applies to Vinyl Siding Products installed on or after August 1, 2015 (The warranty in effect at the time the material is originally installed is the applicable warranty.) This Warranty replaces all prior warranties.

Care and Maintenance of Vinyl Siding Products

While CertainTeed's Vinyl Siding Products resist most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test any cleaner on an inconspicuous area before full use.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:

Mix together: 1/3 cup of detergent (Tide, for example), 2/3 cup of Trisodium Phosphate (Soilax, for example), one quart of 5% Sodium Hypochlorite (Clorox, for example) and three quarts of water. (Caution: Greater concentrations may cause damage to vinyl siding.)

If the above solution does not readily remove the mold or mildew, request a mold and mildew-type cleaner from your contractor.

NOTE: The chemical agents referenced above may be hazardous to the user or to the environment. Please follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Always dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, please contact the manufacturer of these products for instructions.

Important: Fire Safety Information

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire.

Rigid Vinyl Siding Products are made from organic materials and will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and maintenance personnel should always take precautions to keep sources of fire, such as barbecues, and combustible materials such as dry leaves, mulch and trash, away from vinyl siding products.

CertainTeed Corporation
Siding Products Group
20 Moores Road
Malvern, PA 19355
www.certainteed.com

CertainTeed
SAINT-GOBAIN

Exhibit H

803 Belden Road
Jackson, MI 49203
Toll Free: 800.999.3654
Email: vinylwarranty@saint-gobain.com

Barbara Chizniak


RE: Incident # 00221795

Dear Ms. Chizniak,

We have reviewed the information submitted for the above referenced property. The claim was initiated over the following concern: **glass reflection and heat distortion (buckled, rippled and severely deformed siding)**.

Please understand that our material warranty only covers problems involving inherent manufacturing defects in the material. It does not cover any issues that are the result of an outside source influence. Upon review of the photos, they do show signs of distortion on the front, back, and left walls of the above property. The distorted siding is running in a linear pattern at an angle over several panels which are typical of glass reflection. Upon review of the photos, the left wall is next to neighbors that have windows that may be causing a result of glass reflection. The front and back walls also show glass reflection located within a few feet of an inside corner where your windows are located.

This combination of a window and inside corner is consistent with the VSI's (Vinyl Siding Institute's) research on the sources of thermal distortion. It appears the windows have caused the reflection of the sunlight to increase the temperature to an extreme degree which has caused melting of the siding. This increase has caused the siding to lose its memory (shape) by distorting/melting. In other words, the window has acted like a magnifying glass. It has reflected the light, which concentrates it, resulting in an increase in heat.

We have seen this before, predominantly in areas subject to an external heat source or on walls adjacent to a window or a glass door. Vinyl siding is a very durable product, yet not indestructible. If the material is subjected to excessive heat it can be distorted and/or melted. Additionally, it is not our responsibility to determine the source of the excessive heat.

Under the conditions of the applicable warranty, we do not warrant against heat distortion or glass reflection. Therefore, we cannot accept any liability for the distorted material. Please see the enclosed letter from the VSI on this topic which details some possible solutions to avoid a future occurrence of the concern and a copy of the limited lifetime applicable warranty.

Sincerely,
Ricky Hogan

Consumer Services Representative

Exhibit I

CertainTeed Corporation

803 Belden Road
Jackson, MI 49203
Toll Free: 800.999.3654
Email: vinylwarranty@saint-gobain.com

Wayne Bailey


RE: Incident # 00221786

Dear Wayne Bailey,

We have reviewed the information submitted for the above referenced property. The claim was initiated over the following concern: **glass reflection/heat distortion (deformed siding)**.

Please understand that our material warranty only covers problems involving inherent manufacturing defects in the material. It does not cover any issues that are the result of an outside source influence. Upon review of the photos, they do show signs of distortion on the affected walls. This condition is predominantly seen in areas subject to an external heat source or on walls adjacent to a window or a glass door. Other examples are (and not limited to): a fire, a barbecue grill, a black top driveway, or a metal roof. Unfortunately, it appears that the heat source has increased the temperature of the siding. This increase has caused the material to lose its memory (shape) by distorting/melting. Vinyl siding is a very durable product, yet not indestructible. If the material is subjected to excessive heat it can be distorted and/or melted. Additionally, it is not our responsibility to determine the source of the excessive heat.

In the photos, the area in question is plainly noticeable on the back wall located within a few feet of an inside corner where there is a window adjacent to the wall where the melted and sagging siding is running in a linear pattern at an angle over several panels which are a typical result of heat being reflected off a window. This combination of a window and inside corner is consistent with the VSI's (Vinyl Siding Institute's) research on the sources of thermal distortion.

Unfortunately, it appears that the reflection of the sunlight off of the window has increased the temperature to an extreme degree. In other words, the window has acted like a magnifying glass. It has reflected the light, which concentrates it, resulting in an increase in heat.

The condition is not related to ambient temperature. In other words, it is not the result of a "hot" day. The condition is related to the position of the sun in the sky in relationship to the glass. In cases like these, at certain times of the year, the sun's reflection hits the glass at the right angle to cause the problem. Each situation is different because the specific time of year depends on the geographical location of the property. In one instance, it may be in the middle of the summer, while another may be in the middle of winter.

Under the conditions of the applicable warranty, we do not warrant against heat distortion. Therefore, we cannot accept any liability for the distorted material. Please see the enclosed letter from the VSI on this topic which details some possible solutions to avoid a future occurrence of the concern and a copy of the limited lifetime wty.

Thank you for your cooperation in this matter.

Sincerely,
Ricky Hogan

Consumers Services Representative

Exhibit J

CertainTeed Corporation

803 Belden Road
Jackson, MI 49203
Toll Free: 800.999.3654
Email: vinylwarranty@saint-gobain.com



Richard & Jodi Willis



RE: Incident # 00223293

Dear Richard & Jodi Willis:

We have reviewed the information submitted for the above referenced property. The claim was initiated over the following concern: **Glass Reflection Distortion.**

Please understand that our material warranty only covers problems involving inherent manufacturing defects in the material. It does not cover any issues that are the result of an outside source influence. Upon review of the photos, they do show signs of distortion. This condition is predominantly seen in areas subject to an external heat source or on walls adjacent to a window or a glass door. Other examples are (and not limited to): a fire, a barbeque grill, a black top driveway, or a metal roof. Unfortunately, it appears that the heat source has increased the temperature of the siding. This increase has caused the material to lose its memory (shape) by distorting/melting. Vinyl siding is a very durable product, yet not indestructible. If the material is subjected to excessive heat it can be distorted and/or melted. Additionally, it is not our responsibility to determine the source of the excessive heat.

Unfortunately, it appears that the reflection of the sunlight off of the window has increased the temperature to an extreme degree. In other words, the window has acted like a magnifying glass. It has reflected the light, which concentrates it, resulting in an increase in heat.

The condition is not related to ambient temperature. In other words, it is not the result of a "hot" day. The condition is related to the position of the sun in the sky in relationship to the glass. In cases like these, at certain times of the year, the sun's reflection hits the glass at the right angle to cause the problem. Each situation is different because the specific time of year depends on the geographical location of the property. In one instance, it may be in the middle of the summer, while another may be in the middle of winter.

Under the conditions of the applicable warranty, we do not warrant against heat distortion. Therefore, we cannot accept any liability for the distorted material. Please see the enclosed letter from the VSI on this topic which details some possible solutions to avoid a future occurrence of the concern.

Thank you for your cooperation in this matter.

Sincerely,

Brent Wood

Brent Wood
Consumer Services Representative

Exhibit K

CertainTeed Corporation

803 Belden Road
Jackson, MI 49203
Toll Free: 800.999.3654
Email: vinylwarranty@saint-gobain.com



Larry & Caprice Johnson


RE: Incident # 00222022

Dear Larry & Caprice Johnson:

This letter is being sent in response to your disagreement with the denial of your claim. This claim was initiated over the following concern: **glass reflection**. After reviewing the information submitted with your claim, the supplied information does not specifically identify CertainTeed as the manufacturer of the material. However if this were proved to be CertainTeed material the following response would be offered.

Per your request, the claim materials and photographs from which our decision was based were reviewed once more. Upon review the submitted evidence still displays the characteristics of melted siding. Unfortunately, without some outside influence, vinyl siding does not melt, as with most plastics. In your particular case, the distorted siding runs in a linear pattern at an angle over several panels which is typical of heat being reflected off a surface such as a window or other reflective objects.

Keep in mind the ambient air temperature is not a factor as this condition can occur at any time of the year. As long as the focused reflection temperature hitting the siding is allowed to reach the point where vinyl starts to distort (approximately 160-165 degrees), this condition can occur.

I understand that you may not agree with our determination, however, the decision to deny the claim was not taken lightly and was made in accordance with the terms and conditions of the applicable warranty. As a manufacturer of vinyl siding, we understand that this may be an unforeseen or unexpected condition. Unfortunately, our limited warranty does not cover heat distortion or any other problem relating to an outside influence on our material. Given the right conditions vinyl siding can melt just like other plastics. This is not a defect but a limitation of the material. Additionally, it is not our responsibility to determine the source of the excessive heat.

The Vinyl Siding Institute (VSI) discusses this phenomenon further on their website: <http://www.vinylsiding.org/>

Sincerely,

Teresa Redman

Consumer Services Representative

Exhibit L

Consumer Services

5/19/2015

CertainTeed Corporation

803 Belden Road

<2892A662-4391-4FBC-810C-47683BBF1307.jpeg>

Jackson, MI 49203

Toll Free: 800.999.3654

Email: vinylwarranty@certainteedy.com

ABC Supply Company

Attn: Rick Samson



RE: Incident #00211863 Al & Jean Ducham Residence



Dear Rick:

We have reviewed the information submitted for the above referenced property. The claim was initiated over the following concern: **heat distortion**.

Please understand that our material warranty only covers problems involving inherent manufacturing defects in the material. It does not cover any issues that are the result of an outside source influence. Upon review of the photos, they do show signs of distortion. This condition is predominantly seen in areas subject to an external heat source or on walls adjacent to a window or a glass door. Other examples are (and not limited to): a fire, a barbeque grill, a black top driveway, or a metal roof. Unfortunately, it appears that the heat source has increased the temperature of the siding. This increase has caused the material to lose its memory (shape) by distorting/melting. Vinyl siding is a very durable product, yet not indestructible. If the material is subjected to excessive heat it can be distorted and/or melted. Additionally, it is not our responsibility to determine the source of the excessive heat.

As indicated in our warranty, it is customary for our company to resolve claims that are due to manufacturing defects by replacing the affected siding. As stated above, this condition is not manufacturing related. However, due to the unforeseen nature of the condition, we will offer a *one-time* replacement of the affected material (*excluding labor and any other miscellaneous costs*). Therefore, we will issue a **credit** for (*all items in the color of Sable Brown*):

8 squares of Monogram® 46 Double 4" Rough Cedar Clapboard

This should cover replacement siding for the following affected **right wall**. Please use this letter as approval to release the items listed above.

One final note: A copy of the VSI's letter on Reflected Sunlight has been forwarded to the property owner. This document provides an explanation of the issue and also details some possible solutions to avoid a future occurrence of the concern.

Thank you for your cooperation in this matter.

Sincerely,

Tracy Adams

Consumer Services Representative

Note to the property owner:

Please contact, or have your contractor contact, the supplier to acquire the approved items listed above.

Exhibit M

803 Belden Road

Jackson, MI 49203

Toll Free: 800.999.3654

Email: vinylwarranty@saint-gobain.com



Jeffrey Broom

[REDACTED]
Claim # CS0300156

Dear Jeffrey Broom:

We have reviewed the information submitted for the above referenced property. The claim was initiated over the following concern: **Glass Reflection/wrinkled/melted siding.**

Although no proof of purchase was received, and we were unable to verify this is a CertainTeed product from the photos, if there were a CertainTeed product the following would apply;

Please understand that our material warranty only covers problems involving inherent manufacturing defects in the material. It does not cover any issues that are the result of an outside source influence. Upon review of the photos, they do show signs of distortion/melted siding (wrinkled siding). This condition is predominantly seen in areas subject to an external heat source or on walls adjacent to a window or a glass door. Other examples are, but not limited to: a fire, a barbeque grill, a black top driveway or a metal roof.

Unfortunately, it appears that the heat source has increased the temperature of the siding. This increase has caused the material to lose its memory (shape) by distorting/melting. Vinyl siding is a very durable product, yet not indestructible. If the material is subjected to excessive heat it can be distorted and/or melted. Additionally, it is not our responsibility to determine the source of the excessive heat.

In the photos, the line of distortion/melt runs diagonally up and/or down the siding. This line of melted/distorted siding is consistent with the VSI's (Vinyl Siding Institute's) research on the results of thermal distortion/glass reflection.

Unfortunately, it appears that the reflection of the sunlight off a window, or another reflective object has increased the temperature to an extreme degree. In other words, the window/object has acted like a magnifying glass. It has reflected the light, which concentrates it, resulting in an increase in heat.

The condition is not related to ambient temperature. In other words, it is not the result of a "hot" day. The condition is related to the position of the sun in the sky in relationship to the glass or other reflective object.

Under the conditions of the applicable warranty, we do not warrant against heat distortion/glass reflection as these are outside sources we cannot control. **As stated above, vinyl siding is a very durable product, yet not indestructible. If the material is subjected to excessive heat it can be distorted and/or melted.** Therefore, we cannot accept any liability for the distorted material. The Vinyl Siding Institute (VSI) discusses this phenomenon further on their website: <http://www.vinylsiding.org/>.

Sincerely,

Tracy Evans
Consumer Services Representative

Exhibit N

Case 1:17-cv-01075-FJS-ATB Document 1 Filed 09/26/17 Page 98 of 98
Consumer Services
CertainTeed Corporation
803 Belden Road
Jackson, MI 49203
Toll Free: 800.999.3654
Email: vinylwarranty@saint-gobain.com

07/25/2017



Robbie Sheets



Claim # CS0300792

Dear Robbie Sheets :

We have reviewed the information submitted for the above referenced property. The claim was initiated over the following concern: **Glass Reflection.**

Please understand that our material warranty only covers problems involving inherent manufacturing defects in the material. It does not cover any issues that are the result of an outside source influence. Upon review of the photos, they do show signs of distortion. This condition is predominantly seen in areas subject to an external heat source or on walls adjacent to a window or a glass door. Other examples are, but not limited to: a fire, a barbeque grill, a black top driveway or a metal roof.

Unfortunately, it appears that the heat source has increased the temperature of the siding. This increase has caused the material to lose its memory (shape) by distorting/melting. Vinyl siding is a very durable product, yet not indestructible. If the material is subjected to excessive heat it can be distorted and/or melted. Additionally, it is not our responsibility to determine the source of the excessive heat.

In the photos, the area in question is located within a few feet of an inside corner. The photos also show a window on the opposite or adjacent wall. This combination of a window and inside corner is consistent with the VSI's (Vinyl Siding Institute's) research on the sources of thermal distortion.

Unfortunately, it appears that the reflection of the sunlight off of the window has increased the temperature to an extreme degree. In other words, the window has acted like a magnifying glass. It has reflected the light, which concentrates it, resulting in an increase in heat.

The condition is not related to ambient temperature. In other words, it is not the result of a "hot" day. The condition is related to the position of the sun in the sky in relationship to the glass. In cases like these, at certain times of the year, the sun's reflection hits the glass at the right angle to cause the problem. Each situation is different because the specific time of year depends on the geographical location of the property. In one instance, it may be in the middle of the summer, while another may be in the middle of winter.

Under the conditions of the applicable warranty, we do not warrant against heat distortion. Therefore, we cannot accept any liability for the distorted material. The Vinyl Siding Institute (VSI) discusses this phenomenon further on their website: <http://www.vinylsiding.org/>.

Sincerely,

Brent Wood
Consumer Services Representative

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
BARBARA CHIZNIAK, WAYNE BAILEY, RICHARD WILLIS, LARRY JOHNSON, JEAN DUCHAM, JEFFREY BROOM and ROBBIE SHEETS, on behalf of themselves and all others similarly situated,
(b) County of Residence of First Listed Plaintiff Saratoga County, NY
(c) Attorneys (Firm Name, Address, and Telephone Number)
Dreyer Boyajian LLP, 75 Columbia Street, Albany 12210
(518) 463-7784

DEFENDANTS
CERTAINTTEED CORPORATION d/b/a "CERTAINTTEED SAINT-GOBAIN" and SAINT-GOBAIN CORPORATION d/b/a "SAINT-GOBAIN NORTH AMERICA" d/b/a "SAINT GOBAIN"
County of Residence of First Listed Defendant Chester County, PA
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State X 1 1 Incorporated or Principal Place of Business In This State 4 4
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 X 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
X 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332
Brief description of cause:
express & implied warranty, good faith/fair dealing, unjust enrichment, deceptive trade practices, restitution

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ >5,000,000
CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD
s/ James R. Peluso

FOR OFFICE USE ONLY
RECEIPT # 0206-4145959 AMOUNT \$400.00 APPLYING IFP JUDGE FJS MAG. JUDGE ATB

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Certain Teed Vinyl Siding Degrades Under Normal Conditions](#)
