## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF NEW YORK

CLEMENT GAZZILLO, STEVEN WU, JAMES RENSLAND, and BARBARA MORRIS, on behalf of themselves and all others similarly situated,

v.

PLY GEM INDUSTRIES, INC. d/b/a "PLY GEM" and PLY GEM HOLDINGS, INC. d/b/a "PLY GEM,"

Defendants.

Plaintiffs,

Civil No. 1:17-CV-1077 (MAD/CFH)

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 and declaratory relief against Ply Gem Industries, Inc. and its parent company Ply Gem Holdings, Inc. (collectively "Ply Gem" or "defendants"), on behalf of a class of persons who owned homes and other structures on which Ply Gem vinyl siding products (collectively "Ply Gem vinyl siding") were installed.

2. Defendants manufactured and distributed defective vinyl siding under various brand names that degrades when exposed to normal environmental and building construction conditions.

3. For example, below are photographs of a portion of the degraded Ply Gem vinyl siding on plaintiff Clement Gazzillo's home:



Figure 1

4. Pictured below is a photograph of a portion of the degraded Ply Gem vinyl siding

on the home of plaintiff Steven Wu:



Figure 2

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5. Pictured below is a photograph of a portion of the degraded Ply Gem vinyl siding on the home of plaintiff James Rensland:



Figure 3

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

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

8. Ply Gem vinyl siding fails to conform to the public's reasonable expectation of the product's beauty, durability and longevity, and the company's promise of a "Premium guarantee of lasting quality and peace of mind."

#### PARTIES

9. Plaintiff Clement Gazzillo, at all times relevant, was and is a resident of the Town of Rotterdam, State of New York.

10. Plaintiff Steven Wu, at all times relevant, was and is a resident of the Village of Williamsville, State of New York.

11. Plaintiff James Rensland at all times relevant, was and is a resident of the City of Pittsburgh, Commonwealth of Pennsylvania.

12. Plaintiff Barbara Morris, at all times relevant, was and is a resident of the Town of Millville, State of Delaware.

13. Defendant Ply Gem Industries, Inc. is incorporated in the state of Delaware with a corporate headquarters located at 5020 Weston Parkway, Suite 400, Cary, North Carolina 27513.

14. Defendant Ply Gem Holdings, Inc. is incorporated in the state of Delaware with a corporate headquarters located at 5020 Weston Parkway, Suite 400, Cary, North Carolina 27513.

#### JURISDICTION AND VENUE

15. 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 cost.

16. 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 the Plaintiffs reside in this District, and defendants are subject to this court's personal jurisdiction with respect to this action.

#### NATURE OF ACTION

17. Ply Gem manufactures and distributes building products and materials, including vinyl siding.

18. Ply Gem states that the company was started in 1943 and for over 70 years has been an industry leader in exterior building products, including siding, windows, doors, stone, trim, fence, rail, roofing gutters and accents. *See <u>http://www.plygem.com/wps/portal/home/</u><u>aboutus</u>.* 

19. Ply Gem's exterior siding products include vinyl, aluminum, steel, fiber cement, stone, brick, stucco and polymer over wood.

20. Ply Gem and its affiliates have more than 8,500 employees and more than 65 facility locations throughout the United States and Canada.

21. Ply Gem Industries, Inc. is a wholly owned subsidiary of Ply Gem Holdings, Inc.

22. In 1986, Ply Gem acquired vinyl siding manufacturer Variform, Inc.

23. In 2006, Ply Gem acquired vinyl siding manufacturer Mastic Home Exteriors, Inc.

24. In 2013, Ply Gem acquired vinyl siding manufacturer Mitten Inc.

25. Ply Gem vinyl siding product brands include Mastic, Variform, Mitten, Napco, Cellwood, Georgia Pacific and Durabuilt.

26. Ply Gem Holdings, Inc. reported annual revenue of approximately \$1.9 billion dollars in 2016.

27. Ply Gem Industries, Inc. and Ply Gem Holdings, Inc. share corporate headquarters in Cary, North Carolina.

28. Ply Gem is one of North America's largest building products companies.

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29. Ply Gem manufactures and sells vinyl siding throughout the United States for installation on homes, townhomes, apartments, duplexes, commercial buildings and other structures.

30. Ply Gem markets its vinyl siding products to building professionals, contractors, consumers and the general public, including plaintiffs and the Class, as the "#1 Manufacturer of Vinyl Siding in North America":





31. Ply Gem states that "For more than 70 years, professionals and homeowners alike have trusted Ply Gem as a leading building products manufacturer. … When you choose materials for your home, you want them to last. Likewise, you expect the company that stands behind those products to be there when you need them. With Ply Gem, you can choose with confidence. Every product we manufacture meets strict quality standards and is backed by an industry leader with a longstanding record of integrity." <u>http://www.plygem.com/wps/portal/</u> <u>home/brands/</u>.

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32. Defendants advertise Ply Gem vinyl siding as beautifying, protective, durable, low maintenance and cost effective.

33. Defendants represented that Ply Gem "Vinyl siding's durable design provides lasting beauty and comprehensive protection you can trust for the life of your home."

http://makeitmastic.com/mastic-performance.

34. Defendants advertise that "we've spent decades perfecting the science behind our siding, so you can enjoy it for years to come – without giving it a second thought."

http://makeitmastic.com/mastic-performance.

35. Defendants market Ply Gem vinyl siding products as providing the "lowest installed cost" and "lowest lifetime maintenance" than other exterior siding options such as brick, cedar, fiber cement and engineered wood. <u>http://makeitmastic.com/why-mastic</u>

36. Defendants market their vinyl siding products with "The Ply Gem Promise" which states that Ply Gem vinyl siding products are "backed by Ply Gem – a 70 year leader in pioneering performance home exteriors, with superior warranty for exactly the home you want for decades to come."

37. Defendants advertise that Ply Gem vinyl siding products are backed by the "Strongest Warranties in the Business":

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Figure 5

38. Defendants warrant to property owners that Ply Gem 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.

39. Normal weathering is defined by Ply Gem's warranty as "the damaging effects of sunlight and extremes of weather and atmosphere."

40. Ply Gem's vinyl siding warranty provides property owners with a lifetime warranty that is transferable to subsequent owners.

41. Ply Gem's warranty provides subsequent owners with a prorated 50 year warranty measured from the date of first installation.

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42. Defendants' vinyl siding warranty provides that "We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process."

43. Upon information and belief, Ply Gem has, and has had for many years, the technical capability to manufacture vinyl siding products that do not distort, warp, or blister due to expected environmental conditions such as solar radiation and reflections.

44. Ply Gem markets and sells certain "SolarDefense" products with an "added no fade, no distortion promise" that comes with "the strongest warranty against fading and heat distortion in the industry." SolarDefense products are guaranteed to experience "no heat distortion from climate or reflective light sources."

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

46. Attached as "Exhibit A" is plaintiff Clement Gazzillo's Ply Gem warranty.

47. In 2017, plaintiff Steven Wu contacted Ply Gem to request a copy of the warranty for his vinyl siding, which was installed on his home in 2010. Mr. Wu was advised by Ply Gem that the warranty for all of Ply Gem's vinyl siding was on the company's website. Ply Gem told Mr. Wu to visit the website and download the warranty. Attached as "Exhibit B" is the Ply Gem warranty that Steven Wu downloaded from the Ply Gem website.

48. Upon information and belief, the Ply Gem warranty documents attached as "Exhibit B" were published by Ply Gem subsequent to the installation of Mr. Wu's vinyl siding.

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49. Attached as "Exhibit C" is plaintiff Barbara Morris' Variform Vinyl Siding warranty.

50. Attached as "Exhibit D" is a letter received by plaintiff James Rensland informing him that Ply Gem no longer has a copy of the warranty applicable to his vinyl siding, which was purchased in the 2000 timeframe. Upon information and belief, the warranty received by Mr. Rensland on his vinyl siding was much more permissive, and did not even purport to exclude blistering, warping, deformation, or any other damage from usual or unusual external heat sources.

#### WARRANTY DENIALS

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

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

53. Plaintiffs each contacted Ply Gem to make a claim under their vinyl siding warranty.

54. On November 14, 2016, Ply Gem sent plaintiff Clement Gazzillo a letter denying his warranty claim on the grounds of "excessive external heat source" onto the siding.

55. A copy of Ply Gem's warranty denial letter sent to plaintiff Clement Gazzillo is attached as "Exhibit E."

56. On May 1, 2017, Ply Gem sent plaintiff Steven Wu a letter denying his warranty claim on the grounds of "solar deflection" from window refection.

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57. A copy of Ply Gem's warranty denial letter sent to plaintiff Steven Wu is attached as "Exhibit F."

58. On June 1, 2015, Ply Gem sent plaintiff James Rensland a letter denying his warranty claim on the grounds of "excessive external heat source" onto the siding.

59. A copy of Ply Gem's warranty denial letter sent to plaintiff James Rensland is attached as "Exhibit G."

60. On May 22, 2017, Ply Gem sent plaintiff Barbara Morris a letter denying her warranty claim on the grounds of "excessive external heat source" onto the siding.

61. A copy of Ply Gem's warranty denial letter sent to plaintiff Barbara Morris is attached as "Exhibit H."

62. The Ply Gem warranties provide warranty coverage against manufacturing defects, including but not limited to vinyl siding that "blisters." The warranties specifically contemplate that PlyGem vinyl siding will be subject to "exposure to sunlight and extremes of weather and atmosphere." See generally Exhibits "A" – "D."

63. The internally-inconsistent Ply Gem warranties also state elsewhere that the warranties do not apply to "warping or distortion due to exposure to excessive heat sources" or "exposure to unusual or excessive reflective heat sources" such as "window reflection." *See*, Exhibits "A" – "D."

64. Ply Gem's warranty denial is exemplified by Ply Gem's letter to plaintiff Clement Gazzillo (Exhibit E) stating that:

Your claim report, sample and photos have been received and reviewed by our Technical Department. It has been determined from this information that no product failure, due to manufacturing, is evident. The damages are consistent with that which is caused by an excessive external heat source onto the siding. This can be caused by a reflection from a nearby window or even a window from

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the neighbor's home, roofing materials, pools, decks, blacktops, or concrete materials.

65. Upon information and belief, Ply Gem 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.

66. Ply Gem's denial that its vinyl siding is defective as a result of warping 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.

67. As a result of defendants' warranty denials, plaintiffs have and will continue to suffer damages to repair, replace and remedy their defective Ply Gem vinyl siding.

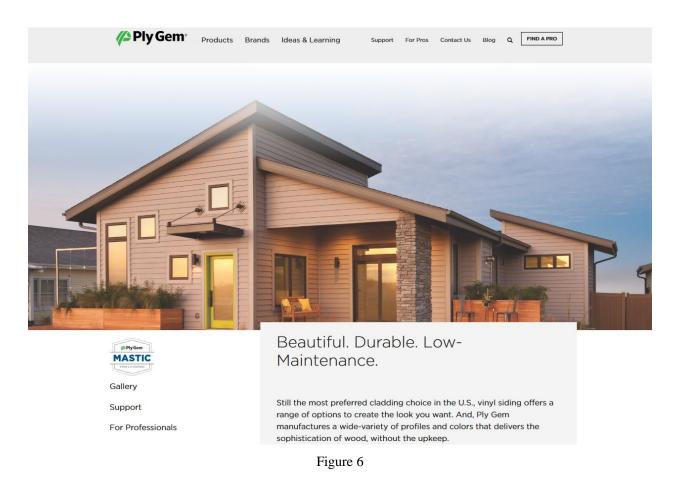
68. The construction of windows adjacent to siding, windows that reflect light onto siding, and homes and other structures with windows adjacent to the building on which the siding is installed is a reasonable expectation of property owners, including plaintiffs, and a normal condition in building design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

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

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

71. Ply Gem's website (<u>http://www.plygem.com/wps/portal/home/brands/mastic</u>) advertises the use of its vinyl siding on homes with windows exposed to sunlight:

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72. Ply Gem's product installation instructions fail to warn that Ply Gem vinyl siding should not be installed where sunlight may reflect off windows.

73. Plaintiffs were surprised when defendants disclaimed coverage under their

warranties.

74. Defendants' denial of their duty of care for the defective Ply Gem 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

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

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

77. Upon information and belief, defendants have 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.

78. 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 Ply Gem vinyl siding without adequate warnings or disclosures.

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

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

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

82. Defendants' denial of plaintiffs' warranty claims on the basis of reflective window sunlight distortion is unconscionable and fails the essential purpose of the warranty.

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

#### **CLASS ALLEGATIONS**

84. The Class claims derive from a single course of conduct by defendants Ply Gem. Defendants' design, manufacture, marketing and sale of Ply Gem 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 Ply Gem siding, as presently designed and manufactured, is not suitable for its foreseeable uses, i.e., when installed on home with windows, as advertised by defendants.

85. 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 prosed Class is defined as follows:

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

86. 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.

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

88. 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.

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89. 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.

90. 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 duty of care to all of the members of the class.

91. 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 Ply Gem vinyl siding products ("Siding") are defective;
- b. Whether the Siding 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 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;
- 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 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;
- p. Whether injunctive relief should be granted compelling defendants to notify all Class members about their defective Siding.

92. 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 Ply Gem vinyl siding was installed. As a result of the uniform defects inherent in the vinyl siding's formulation, the siding

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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.

93. 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.

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

95. 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.

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

97. 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

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

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

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

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

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

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

104. 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 WARRANY

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

106. 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 13 Pa. C.S. § 2313; and 6. Del. C. § 2-313.

107. At all times relevant, defendants expressly represented to the public and plaintiffs that Ply Gem vinyl siding products were backed by "The Ply Gem Promise."

108. At all times relevant, defendants expressly represented to the public and plaintiffs that Ply Gem "Vinyl siding's durable design provides lasting beauty and comprehensive protection you can trust for the life of your home."

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

110. At all times relevant, defendants expressly represented that Ply Gem vinyl siding is free from manufacturing defects.

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

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

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

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

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

116. At all times relevant, the foregoing representations of defendants constituted the basis of the bargain between Ply Gem and plaintiffs who justifiably relied upon the same.

117. 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.

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

119. Contrary to said express representations and written warranties, Ply Gem vinyl siding prematurely degrades, fails and is defective.

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

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

122. 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 with their superior knowledge failed to disclose or warn plaintiffs.

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

- A disparity of bargaining power existed between the parties—commercially sophisticated Ply Gem on the one hand, and the relatively unsophisticated layhomeowner plaintiffs on the other hand;
- b. The express warranties were offered on a "take it or leave it" basis;
- c. Ply Gem 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 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 under 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 Ply Gem 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.

124. 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. Ply Gem was unwilling to repair or replace plaintiffs' faulty vinyl siding;
- b. Ply Gem 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.

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

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126. 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 Ply Gem vinyl siding in an amount to be determined at trial.

127. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective Ply Gem 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

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

129. At all times relevant, defendants 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 Pennsylvania Code §§ 2314, 2315; and 6. Del. C. §§ 2-314, 2-315.

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

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

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

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

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

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

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

137. In fact, defendants advertise Ply Gem vinyl siding as the "#1 Manufacturer of Vinyl Siding in North America."

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

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

- A disparity of bargaining power existed between the parties—commercially sophisticated Ply Gem on the one hand, and the relatively unsophisticated layhomeowner plaintiffs on the other hand;
- b. The disclaimers and limitations of implied warranties were offered on a "take it or leave it" basis;

- c. Ply Gem 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 it did not share with its customers, including plaintiffs;
- 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 Ply Gem 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.

140. 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. Ply Gem was unwilling to repair or replace plaintiffs' faulty vinyl siding;
- b. Ply Gem 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. As a result of the foregoing, defendants breached their implied warranties to plaintiffs.

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141. 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 Ply Gem 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 Ply Gem 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

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

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

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

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

147. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective Ply Gem 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

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

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149. At all times relevant, defendants 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 73 P.S. § 201-3; and 6 Del. C. § 2513.

150. Plaintiffs are consumers who were sold Ply Gem vinyl siding products and were subjected to defendants' unfair, misleading, false and deceptive business practices as alleged herein.

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

- a. Deceptive, false, and misleading marketing that Ply Gem vinyl siding is of particular standard, quality or grade;
- b. Deceptive, false, and misleading advertisement of the "The Ply Gem Promise";
- c. Deceptive, false, and misleading advertisements that Ply Gem vinyl siding is beautifying, protective, durable, low maintenance and cost effective;
- d. Deceptive, false, and misleading representations that that Ply Gem vinyl siding will not result in failure, defect or damage under normal exposure conditions;
- e. Deceptive, false, and misleading representations that Ply Gem 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 concealing material facts that Ply Gem vinyl siding degrades and fails prematurely;
- g. Failing to adequately disclose or warn of normal environmental and building construction conditions in which Ply Gem siding degrades and fails;
- h. Failing to adequately disclose and concealing complaints by property owners about material defects in Ply Gem vinyl siding.
- 152. The acts and omissions of defendants described above constitutes deceptive

business acts or practices.

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

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

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

156. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective Ply Gem 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.

157. Plaintiffs have provided Defendants with all required pre-suit notice and demand required by the relevant statutes.

#### FIFTH CAUSE OF ACTION – FALSE ADVERTISING

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

159. 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.

160. 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.

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

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162. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective Ply Gem 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

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

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

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

166. For the reasons stated heretofore, Ply Gem vinyl siding is defective, degrades prematurely and fails to perform.

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

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

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

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

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171. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective Ply Gem 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

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

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

174. Plaintiffs' damages include the costs of materials and labor to repair, replace and remedy their defective Ply Gem 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.

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

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

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

177. 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 Ply Gem vinyl siding products;
- b. Compelling defendants to fully disclose to property owners the defective nature of Ply Gem vinyl siding;

- c. Compelling defendants to re-audit and reassess all prior warranty claims on Ply Gem 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 Ply Gem vinyl siding in prematurely degrading and 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;
- Injunctive relief compelling defendants to notify all Class members of the problems with Ply Gem vinyl siding;
- Injunctive relief enjoining defendants from further deceptive advertising, marketing, distribution and sales practices with respect to Ply Gem vinyl siding products;
- 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.

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Dated: September 26, 2017

Respectfully,

s/

Donald W. Boyajian (Bar Roll # 101196) James R. Peluso (Bar Roll # 105634) DREYER BOYAJIAN LLP 75 Columbia Street Albany, NY 12210 Telephone: (518) 463-7784

Attorneys for Plaintiffs

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# Exhibit A

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June 13, 2017

Clement Gazzillo

SUBJECT: CLAIM # WCA119474

Dear Clement Gazzillo

Here are the requested warranties.

If you have any questions or concerns, please do not hesitate to contact our office at 800-800-2244.

Sincerely,

Justin Agin Warranty Technical Service

303 W Major St Kearney, MO 64060 www.plygem.com

## Mastic Brand Vinyl Siding, Soffit and Accessories Registered V.I.P. Warranty

Mastic brand Vinyl Siding, Soffit and Accessories (the "Products"), are manufactured by Alcoa Home Exteriors, Inc. in accordance with high standards and tight quality controls. The Products will not rust or corrode because they are made of vinyl, and they will not fiake or peel because there is no paint to flake or peel.

#### What does this Warranty Cover?

Lifetime Limited Warranty. Alcoa Home Exteriors, Inc. warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture if installed according to our specifications.

Limited Fade Warranty. Alcoa Home Exteriors, Inc. also warrants to you that for a limited period specified below, the Products will not excessively fade. "Excessive Fading" is more than 'normal fading' (see below) which is in excess of a Delta E of 4 Hunter units, as determined by Alcoa Home Exteriors, Inc.

Limited Hail Damage Warranty. Alcoa Home Exteriors, Inc. also provides you with a limited hail damage warranty, more fully outlined below.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### How Long does the Coverage Last?

Lifetime Limited Warranty. If you are an individual, this Lifetime Limited Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below. This Lifetime Limited Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below.

Limited Fade Warranty. The excessive fade warranty on Mastic brand Products will last as long as Mastic's Lifetime Limited Warranty lasts, and upon transfer with the property, shall continue based upon the coverage terms for the Mastic brand Lifetime Limited Warranty.

Limited Hall Damage Warranty. The hall damage warranty on Mastic brand Products will last as long as Mastic's Lifetime Limited Warranty lasts and upon transfer with the Property, shall continue based upon the coverage terms for the Mastic brand Lifetime Limited Warranty.

#### What will We do?

You must notify us in accordance with the notice requirements outlined below, and we must validate the compluer. Upon the notification and validation, we will undertake the following:

Literime Limited Warranty. At our sole option, we will either repaid replace, rulfolish or refund to you the value of the Products found to be delective (or prorated if this warranty is transferred). Our obligations under this Warranty will in no event acceed the purchase price of the originally indulied Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Ally additional costs and expenses beyond these amounts are your responsibility.

Limited Fade Warranty. At our sole option, we will either repair, replace, refinish or refund to you the value of the Products found to be defective (or prorated if this warranty is transferred). Our obligations under this Warranty will in no event exceed the pricrime price of the originally installed Products found to be defective and the cost of the bloor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

Limited.Heil-Damage Warranty: It is your responsibility to pursue the cost of repair or replacement of damaged material through your homeowner's insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hail, and these costs are in excess of your total insurance coverage (excluding your insurance deductible), we will reimburse you for that difference, up to the cost of replacement Product for the damaged Product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

What Doesn't this Warranty Cover?

This Warranty does not cover:

- damage of any kind resulting from faulty or improper installation;
- normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk, or become soiled or stained. Exposure to the elements will cause gradual, uniform change over time. The degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control.
- · accidental damage; · settlement; · structural shrinkage or distortion of the property structure;
- · fire; · lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- · fumes or vapors; · surface deterioration due to air pollution; · misuse or abuse;
- vandalism; airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions")
- impact of foreign objects; 

   warping or distortion due to exposure to excessive heat sources
   (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
- Products that have been painted or whose surface has been altered in any way without written authorization from Alcoa Home Exteriors, Inc.; or 

   any other causes beyond our reasonable control.

**Other Limitations** 

- This Warranty covers only genuine Mastic brand Vinyl Siding, Soffit and Accessories. It is your
  responsibility to verify that the siding, installed is our Product.
- Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- 3. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 4. There are no warranties on this Product other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
- 5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, <u>OR ANY OTHER ORAL WRITTEN OR IMPLIED WARRANTY THAT MAY</u> <u>APPLY TO YOUR PURCHASE</u>, AS IT RELATES TO OUR PRODUCTS.

THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### How do you Register Your Warranty?

For all Mastic materials used on this installation project, one Application for Warranty Registration must be completed and malled within 30 days after original installation has been completed. Please mail it to Alcoa Home Exteriors, Inc., Warranty Registration Department, P.O. Box 351, Ingomar, PA 15127-0351. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Alcoa Home Exteriors, Inc. in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost.

#### How do you Transfer your Warranty?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if maliable), the address of the Property, the name and mailing address (if difference) of the new owners and the date of transfer. The notice should be sent to Alcoa Home Exteriors, Inc. Macranty Transfer Department, FO, Box 351, Ingonar, PA 15127-0351. Failure to notify Alcoa Home Exteriors, Inc. will not will be Warranty, but the notice will assist Alcoa Home Exteriors, Inc. In processing any warranty daim.

Warranty coverage upon transfer is as described in tetral 2009a. Upon any transfer of the propercy, your obligations become the obligations of the new Property owners.

How do you Submit a Warranty Claim?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-8563 to reonive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Aloca Home Exteriors, Inc., Warranty Claims Department; 2600 Campbell Road, Sidney, Ohio 45365-0132 or fax your information to 800-962-4308.

Alcoa Home Exteriors, Inc. will provide notification of any additional information and physical evidence that may be required to process your claim.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM ALCOA HOME EXTERIORS, INC. WILL VOID THIS WARRANTY.

Warranty Coverage 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 Mastic Will Be Responsible
During the original purchaser's Ownership of the Proper	ry 100%
Subsequent owners and others covered by a 50-year pro-	rated warranty:
0-5	
more than 5 but less than 7	90%
more than 7 but less than 8	80%
more than 8 but less than 9	
more than 9 but less than 10	
more than 10 but less than 11	
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	

## MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY VINYL SIDING (Other Than SolarDefense Reflective Technology™ Vinyl Siding), VINYL SOFFIT + VINYL ACCESSORIES



Mastic Home Exteriors by Ply Gem Vinyl Slding, Vinyl Soffit and Vinyl Accessories (the "Products") are manufactured in accordance with high standards and tight quality controls. The Products will not rust or corrode because they are made of polymer, and they will not flake or peel because there is no paint to flake or peel.

#### WHAT DOES THIS WARRANTY COVER?

Limited Lifetime Warranty Manufacturing Defects. Mastic Home Exteriors by Ply Gem warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture if installed according to our specifications.

Limited Fade Warranty. Mastic Home Exteriors by Ply Gem also warrants to you that for a limited period specified below, the Products will not excessively fade. "Excessive Fading" is more than 'normal fading' (see below) which is in excess of a Delta E of 4 Hunter units, as determined by Mastic Home Exteriors by Ply Gem. Musket Brown is not warranted for sidewall use.

Limited Hall Damage Warranty, Mastic Home Exteriors by Ply Gem also provides you with a limited hall damage warranty, more fully outlined below.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### **HOW LONG DOES THE COVERAGE LAST?**

Limited Lifetime Warranty Manufacturing Defects. If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, protect as soullined in the Warranty Coverage Schedule below. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below,

Limited Fade Warranty, Mastic Home Exteriors by Ply Gem excessive fade warranty will last as long as Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty lasts, and upon transfer with the Property, shall continue based upon the coverage terms for the Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty.

Limited Hall Damage Warranty. Mastic Home Exteriors by Ply Gem hail damage warranty will last as long as Mastic Home Exteriors by Ply Gem Lifetime Limited Warranty lasts, and upon transfer with the Property, shall continue based upon the coverage terms for the Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

Limited Lifetime Warranty Manufacturing Defect. We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

Limited Fade Warranty. We will repair, replace or refund the initial purchase and installation price of any portion of our slding that experiences excessive color fade after the installation of the siding, subject to our examination of a siding sample and you performing at least annually as preventative maintenance the cleaning. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

Limited Hait Damage Warranty, it is your responsibility to pursue the cost of repair or replacement of damaged material through your homeowner's insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hall, and these costs are in excess of your total insurance coverage (excluding your insurance deductible), we will reimburse you for that difference, up to the cost of replacement Product for the damaged Product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined solely by us.

#### WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover:

- damage of any kind resulting from faulty or improper installation;
- normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chaik, or become soiled or stained; exposure to the elements will cause gradual, uniform change over time; the degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control.
   accidental damage;
- settlement:
- structural shrinkage or distortion of the property structure;

• fire;

- lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes or vapors;
- surface deterioration due to air pollution;
   misuse or abuse;
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
- impact of foreign objects;
   warping or distortion due to exposure to excessive heat sources (e.g., barbecue
- grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
   Products that have been painted or whose surface has been altered in any way
- without written authorization from Mastic Home Exteriors by Ply Gem; • any other causes beyond our reasonable control; or
- uneven fading, color change or "striping" of slding due to installation over dissimilar, inconsistent or inadequate sheathing or backer board.

#### **OTHER LIMITATIONS**

- This Warranty covers only genuine Mastic Home Exteriors by Ply Gem Vinyl Siding (other than SolarDefense Reflective Technology<sup>m</sup> vinyl siding), Solfit and Accessories. It is your responsibility to verify that the products installed are our Products.
- Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- 3. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 4. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
- 5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, <u>OR ANY OTHER ORAL</u>, <u>WRITTEN OR IMPLIED WARRANTY THAT</u> <u>MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS.</u>
- THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,
- 6. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### THESE DEFINITIONS APPLY TO THE TERMS USED:

Coverage means the extent of our commitment to respond to any claim relating to the siding.

Excessive Color Fade means a change in the color of any siding in excess of a Delta E of four Hunter units, as determined by us, following the initial installation of the siding, provided that any uneven or abnormal fade distribution is not due to a buildup or accumulation of stains, dirt, mold, mildew, or any other deficiency caused by the lack of at least an annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the Mastic Home Exteriors by Ply Gem Installation Manual.

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of faw, after the initial installation of the siding.

Purchase and Installation Price means the sum of (a) the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced, if we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

Residence means regular or full-time permanent lodging by a single family.

Products means vinyl siding (other than SolarDefense Reflective Technology vinyl slding), vinyl soffit or related vinyl accessories (but not scallops, shakes, or trim coil) manufactured by Mastic Home Exteriors by Ply Gem.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exteriors by Ply Gem materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Department, P.O. Box 110100, Pittsburgh, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exteriors by Ply Gem in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase incase it is needed if you submit a warranty claim.

### MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY VINYL SIDING (Other Than SolarDefense Reflective Technology™ Vinyl Siding), VINYL SOFFIT + VINYL ACCESSORIES



#### HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Transfer Department, P.O. Box 110100, Pittsburgh, PA 15232, Failure to notify Mastic Home Exteriors by Ply Gem will not void the Warranty, but the notice will assist Mastic Home Exteriors by Ply Gem in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number, Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd., Ste. 900, Kansas City, MO 64108 or fax your information to 816-426-8210.

Mastle Home Exteriors by Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim.

When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

#### WARRANTY COVERAGE 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 MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PROPATED WARRANTY:	
0-5	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%

Total claim cost of refund not to exceed original purchase and installation price.

#### CARE AND MAINTENANCE

Mastic Home Exteriors by Ply Gem Vinyl Siding, Soffit and Accessories are some of the most durable building products materials available today for residential applications, In most cases, normal rainfall is sufficient to keep it clean. But if your Mastic Home Exteriors by Ply Gem Vinyl Siding should need cleaning, we recommend the following procedures. Particular attention should be given to areas under caves, porches, awnings and other overhangs that have limited exposure to the natural washing effect of rainfall.

- Moderate Atmospheric Dirt We recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
- Heavy Industrial Atmospheric Dirt Wash in the manner indicated above, but use the following solution;
- a. 1/3 cup detergent (Tidet, for example)
- b. 2/3 cup trisodium phosphate (Soilax', for example)
- c. I gallon water
- 3. Mildew Accumulation Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
  - a. 1/3 cup detergent (Tide', for example) b. 2/3 cup trisodium phosphate (Soilax', for example)
  - b. 2/3 cup trisodium phosphate (Soilax; for example)
     c. I quart sodium hypochlorite 5% solution (Clorox; for example)
  - d. 3 quarts water

 Caulking Compounds, Tar and Similar Substances — Use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water.

CAUTION: Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Product. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions, Avoid use of abrasive-type cleaners and strong solvents, Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water, Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy area over the finish.

#### 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 structure. Owners and installers should take a few simple steps to protect vinyl building materials from fire,

#### TO THE HOME AND BUILDING OWNER

Rigid vinyl siding is made from organic material 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.

#### TO THE BUILDING TRADES, SPECIFIERS, PROFESSIONAL AND DO-IT-YOURSELF INSTALLERS

When rigid vinyl siding is exposed to significant heat or flame, the vinyl will soften, sag, melt or burn, and may thereby expose material underneath. Care must be exercised when selecting underlayment materials because many underlayment materials are made from organic materials that are combustible. You should ascertain the fire properties of underlayment materials prior to installation. All building materials should be installed in actordance with local, state and federal building code and fire regulations.

For more information about vinyl siding products, contact the Vinyl Siding Institute, 1275 K St. NW, Washington DC 20005-4006 and request brochures titled, "Fire Properties" or "What Homeowners Want to Know", or contact Mastic Home Exteriors by Pty Gem and request brochure titled "Fire Safety, What You Need to Know".

#### FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS BY PLY GEM VINYL SIDING

We designed and manufactured Mastic Home Exteriors by Ply Gem Vinyl Siding to perform best when installed by qualified applicators. While Mastic Home Exteriors by Ply Gem does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator that did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most famillar with your particular installation. Case 1:17-cv-01077-MAD-CFH Document 1 Filed 09/26/17 Page 38 of 77

## Exhibit B

# MASTIC HOME EXTERIORS® Use and Care Guide + Warranties



# MASTIC HOME EXTERIORS® Use and Care Guide + Warranties

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# **MASTIC HOME EXTERIORS** Use and Care Guide

## HOW TO CARE FOR YOUR PRODUCTS FROM MASTIC HOME EXTERIORS BY PLY GEM.

Your selection of Mastic Home Exteriors by Ply Gem Siding and/ or Aluminum products to cover your most valuable investment should provide a beautiful appearance and long-lasting protection. To keep your home beautiful over the years, you should implement the following procedures at least annually for the major care of your Mastic Home Exteriors by Ply Gem Siding and Aluminum Products:

- 1. **General Cleaning.** Use an ordinary garden hose to give your siding a light rinse working from the top down.
- 2. **Moderate Atmospheric Dirt.** We recommend at least an annual washing with clear water using a garden hose and soft-bristled brush. A long-handled car washing brush is ideal for this purpose.
- 3. **Heavy Industrial Atmospheric Dirt.** Wash in the manner indicated above, but use the following solution:
  - 1/3 cup detergent (Tide®, for example)
  - 2/3 cup trisodium phosphate

1 gallon water

4. **Mildew Accumulation.** Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew can be removed by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:

1/3 cup detergent (Tide<sup>®</sup>, for example)

2/3 cup trisodium phosphate

1 quart sodium hypochlorite 5% solution

(Clorox<sup>®</sup>, for example)

3 quarts water

5. Additionally for Aluminum Products. For caulking compounds, tar and similar substances use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water.

**CAUTION:** Do not exceed the recommended concentrations of cleaners; to do so can cause damage to the product. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary, can be harmful to the products, and may cause undesirable glossy areas over the finish.

**CAUTION:** Do not use or mix sodium hypochlorite with other household chemicals or products containing ammonia. To do so will release hazardous gases.

**CAUTION:** Use care not to saturate window and door openings when cleaning your Mastic Home Exteriors by Ply Gem siding and aluminum products.

**TIP:** Where the house is extremely dirty, it is recommended you start washing from the bottom and go to the top, rinsing frequently. Cleaning solutions should be permitted to stand on the surface of the siding and/ or soffit for several minutes before rinsing.

**TIP:** Pay particular attention to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural washing effect of rainfall.

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## MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY VINYL SIDING (Other Than SolarDefense Reflective Technology™ Vinyl Siding), VINYL SOFFIT + VINYL ACCESSORIES



Mastic Home Exteriors by Ply Gem Vinyl Siding, Vinyl Soffit and Vinyl Accessories (the "Products") are manufactured in accordance with high standards and tight quality controls. The Products will not rust or corrode because they are made of polymer, and they will not flake or peel because there is no paint to flake or peel.

#### WHAT DOES THIS WARRANTY COVER?

Limited Lifetime Warranty Manufacturing Defects. Mastic Home Exteriors by Ply Gem warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture if installed according to our specifications.

Limited Fade Warranty. Mastic Home Exteriors by Ply Gem also warrants to you that for a limited period specified below, the Products will not excessively fade. "Excessive Fading" is more than 'normal fading' (see below) which is in excess of a Delta E of 4 Hunter units, as determined by Mastic Home Exteriors by Ply Gem. Musket Brown is not warranted for sidewall use.

Limited Hail Damage Warranty. Mastic Home Exteriors by Ply Gem also provides you with a limited hail damage warranty, more fully outlined below.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### HOW LONG DOES THE COVERAGE LAST?

Limited Lifetime Warranty Manufacturing Defects. If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below.

Limited Fade Warranty. Mastic Home Exteriors by Ply Gem excessive fade warranty will last as long as Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty lasts, and upon transfer with the Property, shall continue based upon the coverage terms for the Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty.

Limited Hail Damage Warranty. Mastic Home Exteriors by Ply Gem hail damage warranty will last as long as Mastic Home Exteriors by Ply Gem Lifetime Limited Warranty lasts, and upon transfer with the Property, shall continue based upon the coverage terms for the Mastic Home Exteriors by Ply Gem Limited Lifetime Warranty.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

Limited Lifetime Warranty Manufacturing Defect. We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

Limited Fade Warranty. We will repair, replace or refund the initial purchase and installation price of any portion of our siding that experiences excessive color fade after the installation of the siding, subject to our examination of a siding sample and you performing at least annually as preventative maintenance the cleaning. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

Limited Hail Damage Warranty. It is your responsibility to pursue the cost of repair or replacement of damaged material through your homeowner's insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hail, and these costs are in excess of your total insurance coverage (excluding your insurance deductible). we will reimburse you for that difference, up to the cost of replacement Product for the damaged Product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined solely by us

#### WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover:

- damage of any kind resulting from faulty or improper installation;
- normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk, or become soiled or stained; exposure to the elements will cause gradual, uniform change over time; the degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control. accidental damage;
- settlement;
- · structural shrinkage or distortion of the property structure;

- · fire;
- · lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
- · harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes or vapors:
- surface deterioration due to air pollution;
- misuse or abuse; vandalism;
- airborne stains, mold and mildew accumulation;
  your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions"); · impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
- Products that have been painted or whose surface has been altered in any way without written authorization from Mastic Home Exteriors by Ply Gem;
- any other causes beyond our reasonable control; or
- · uneven fading, color change or "striping" of siding due to installation over dissimilar, inconsistent or inadequate sheathing or backer board.

#### **OTHER LIMITATIONS**

- 1. This Warranty covers only genuine Mastic Home Exteriors by Ply Gem Vinyl Siding (other than SolarDefense Reflective Technology™ vinyl siding), Soffit and Accessories. It is your responsibility to verify that the products installed are our Products.
- 2. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- We reserve the right to discontinue or change any design or color of any of our 3 products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 4. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
- 5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES
- OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE

#### THESE DEFINITIONS APPLY TO THE TERMS USED:

LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Coverage** means the extent of our commitment to respond to any claim relating to the siding

Excessive Color Fade means a change in the color of any siding in excess of a Delta E of four Hunter units, as determined by us, following the initial installation of the siding, provided that any uneven or abnormal fade distribution is not due to a buildup or accumulation of stains, dirt, mold, mildew, or any other deficiency caused by the lack of at least an annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the Mastic Home Exteriors by Ply Gem Installation Manual.

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Purchase and Installation Price means the sum of (a) the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

Residence means regular or full-time permanent lodging by a single family.

Products means vinyl siding (other than SolarDefense Reflective Technology vinyl siding), vinyl soffit or related vinyl accessories (but not scallops, shakes, or trim coil) manufactured by Mastic Home Exteriors by Ply Gem.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exteriors by Ply Gem materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Department, P.O. Box 110100, Pittsburgh, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exteriors by Ply Gem in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase incase it is needed if you submit a warranty claim.

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MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY VINYL SIDING (Other Than SolarDefense Reflective Technology™ Vinyl Siding), VINYL SOFFIT + VINYL ACCESSORIES



#### HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Transfer Department, P.O. Box 110100, Pittsburgh, PA 15232. Failure to notify Mastic Home Exteriors by Ply Gem will not void the Warranty, but the notice will assist Mastic Home Exteriors by Ply Gem in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd., Ste. 900, Kansas City, MO 64108 or fax your information to 816-426-8210.

Mastic Home Exteriors by Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim.

When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

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#### WARRANTY COVERAGE 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 MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY:	
0-5	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%
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MORE THAN 11 BUT LESS THAN 12	40%
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MORE THAN 14 BUT LESS THAN 50	10%

Total claim cost of refund not to exceed original purchase and installation price.

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- 2. Heavy Industrial Atmospheric Dirt Wash in the manner indicated above, but use the following solution:
- a. 1/3 cup detergent (Tide®, for example)
- b. 2/3 cup trisodium phosphate (Soilax®, for example)
- c. 1 gallon water
- 3. Mildew Accumulation Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
- a. 1/3 cup detergent (Tide<sup>®</sup>, for example)
- b. 2/3 cup trisodium phosphate (Soilax®, for example)
- c. 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
- d. 3 quarts water

4. Caulking Compounds, Tar and Similar Substances – Use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water.

CAUTION: Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Product. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

#### **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 structure. Owners and Installers should take a few simple steps to protect vinyl building materials from fire.

#### TO THE HOME AND BUILDING OWNER

Rigid vinyl siding is made from organic material 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.

#### TO THE BUILDING TRADES, SPECIFIERS, PROFESSIONAL AND DO-IT-YOURSELF INSTALLERS

When rigid vinyl siding is exposed to significant heat or flame, the vinyl will soften, sag, melt or burn, and may thereby expose material underneath. Care must be exercised when selecting underlayment materials because many underlayment materials are made from organic materials that are combustible. You should ascertain the fire properties of underlayment materials prior to installation. All building materials should be installed in accordance with local, state and federal building code and fire regulations.

For more information about vinyl siding products, contact the Vinyl Siding Institute, 1275 K St. NW, Washington DC 20005-4006 and request brochures titled, "Fire Properties" or "What Homeowners Want to Know", or contact Mastic Home Exteriors by Ply Gem and request brochure titled "Fire Safety, What You Need to Know'

#### FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS BY PLY GEM VINYL SIDING

We designed and manufactured Mastic Home Exteriors by Ply Gem Vinyl Siding to perform best when installed by qualified applicators. While Mastic Home Exteriors by Ply Gem does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator that did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

## To register your warranty go to mastic.com/warranty

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## MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY SOLARDEFENSE REFLECTIVE TECHNOLOGY VINYL SIDING + VINYL ACCESSORIES



Mastic Home Exteriors by Ply Gem manufactures SolarDefense Reflective Technology™ Vinyl Siding and Vinyl Accessories (the "Products") in accordance with high standards and tight quality controls, and the Products will not rust or corrode, because they are made of polymer, or flake or peel, because there is no paint to flake or peel. It is important for you to know that Mastic Home Exteriors by Ply Gem supports its Products and that, as a consumer-purchaser, Mastic Home Exteriors by Ply Gem will respond to notice from you regarding any product concerns according to the terms set forth below.

#### WHAT DOES THIS WARRANTY COVER?

Mastic Home Exteriors by Ply Gem warrants to you, the owner of the property at the time the Products were originally installed, that, upon notice from you as required herein, Mastic Home Exteriors by Ply Gem will provide replacement product or refund (as provided below) to correct any of the following conditions if such condition is directly caused by a manufacturing defect in the Product as determined by Mastic Home Exteriors by Ply Gem and has resulted in a significant impairment in usage, provided the Products are installed according to the specifications of Mastic Home Exteriors by Ply Gem.

Limited Lifetime Manufacturing Defects Warranty. Blistering, checking, crazing, flaking, peeling, rot or corrosion if it is directly caused by a manufacturing defect in the Product as determined by Mastic Home Exteriors by Ply Gem.

Limited Fade Warranty. Excessive fade, which is more than 'normal fading' (see below) and is in excess of (i) a Delta E of 1 Hunter unit outside the manufacturing tolerances in the first 5 years from the date of the original installation of the Products on the Property and (ii) a Delta E of 2 Hunter units outside the manufacturing tolerances after the first 5 years from the date of the original installation of the Products on the Property. Excessive fade shall be determined by Mastic Home Exteriors by Ply Gem based on our examination of a siding sample.

Limited Heat Distortion Warranty. Heat distortion from normal conditions or normal reflective light sources (see exclusions below).

Limited Hail Damage Warranty. Hail damage on the terms and conditions more fully outlined below.

These warranties are limited to the terms and conditions, exclusions and limitations, requirements and legal rights set forth in this Warranty.

#### HOW LONG DOES THE WARRANTY LAST AND CAN IT BE TRANSFERRED?

If you are an individual, the Limited Lifetime Manufacturing Defects Warranty, Limited Fade Warranty, Limited Heat Distortion Warranty and Limited Hail Damage Warranty will last for as long as you own and reside in the property on which the Products were originally installed ("Property"). If you are not an individual (e.g., a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.) or the Products are installed in a multi-family, non-owner occupied or commercial application (such as condominiums, rental properties, apartments, office buildings, schools, churches, government buildings, etc.), the warranty period will be 50 years from the date of the original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below.

The Limited Lifetime Manufacturing Defects Warranty, Limited Fade Warranty, Limited Heat Distortion Warranty and Limited Hail Damage Warranty may be transferred with the Property; however, upon the transfer, the warranty period will be no more than 50 years from the date of the original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

At our sole option, we will repair, replace or refund the original purchase and installation price (as prorated in accordance with the Warranty Coverage Schedule below, if applicable) of any of the Products we determine to be defective under the terms of this Warranty. Our obligations under this Warranty will in no event exceed the original purchase price of the Products found to be defective and the cost of the labor involved in the original nustallation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility. If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined solely by us.

For the Limited Hail Damage Warranty, it is your responsibility to pursue the cost of repair or replacement of damaged material through all applicable insurance coverage, including homeowner's insurance. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hail, and these costs are in excess of your total insurance coverage (excluding your insurance deductible), we will reimburse you for that difference, up to the original purchase price for the damaged Product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product damaged by hail.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

#### WHAT DOESN'T THIS WARRANTY COVER?

Any obligation of Mastic Home Exteriors by Ply Gem hereunder is contingent upon proper installation per manufacturer's instructions and good building practices, normal product use, maintenance and proper care, including annual cleaning. This Warranty does not cover:

- any condition not directly caused by a defect in a Product as manufactured.
  any installation or defects or damage of any kind attributable to or resulting from installation, including faulty or improper installation.
- normal weathering or changes in surface color resulting from chalking, fading, discoloring, soiling or staining. Exposure to sunlight, the elements, weather and atmospheric conditions may cause these changes over time, and the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control.

- normal wear or conditions caused by:
- accidental damage;
   settlement;
  - setuement,
- structural shrinkage or distortion of the property structure;
   fire:
- lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
   corrosive or abrasive products or harmful chemicals (including harmful cleaning
- compounds and pesticides);
- fumes or vapors;
  air pollution;
- neglect;
- mishandling;
- improper care;
- improper or harmful cleaning;
- misuse or abuse;
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions"); and
- impact of foreign objects.
- warping or distortion due to exposure to unusual or excessive heat sources (e.g., fire, barbecue grills, etc.).
- Products that have been altered, modified or subjected to unauthorized repair.
  Products that have been painted or whose surface has been altered in any way
- without written authorization from Mastic Home Exteriors by Ply Gem. • uneven fading, color change or "striping" due to installation over dissimilar,
- inconsistent or inadequate sheathing or backer board. • any other causes beyond our reasonable control.

#### **OTHER LIMITATIONS**

- This Warranty covers only genuine Mastic Home Exteriors by Ply Gem SolarDefense Reflective Technology Vinyl Siding and Vinyl Accessories. It is your responsibility to verify that the products installed are our Products. It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.
- Replacement products may differ in gloss and/or color from Products originally installed on the Property, and Mastic Home Exteriors by Ply Gem shall not be responsible or liable as a result of such variance.
- 3. We reserve the right to discontinue or change any of our products, including design and color changes, at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and/or price and shall not be liable as a result of any difference.
- 4. There are no warranties on these Products other than as set forth in this Warranty, and no dealer, contractor, applicator, distributor or other is authorized to change or add to this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products. You agree that no action or inaction of Mastic Home Exteriors by Ply Gem shall constitute a waiver.
- 5. THIS IS THE SOLE WARRANTY FOR THE PRODUCTS, AND ALL OTHER WARRANTIES, INCLUDING OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED AND EXCLUDED. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REMEDIES OR CLAIMS, IRRESPECTIVE OF SOURCE AND MASTIC HOME EXTERIORS BY PLY GEM'S NEGLIGENCE. WE EXCLUDE AND IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY LOSS OF USE, LOST PROFIT, DIMINUTION IN VALUE, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND. UNDER NO CIRCUMSTANCE SHALL WE BE LIABLE FOR AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE AFFECTD PRODUCT. COURSE OF DEALINGS, CUSTOM AND USAGE, STATEMENTS, LABELS, ADVERTISING AND PRODUCT REPRESENTATIONS OF ANY KIND SHALL NOT EXPAND THE SCOPE OF THIS WARRANTY.
- 6. Where these limitations are prohibited or otherwise altered by mandatory legal provisions, the warranty shall remain effective to the full extent of the law. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 7. Mastic Home Exteriors by Ply Gem Products are often designed and tested in accordance with required standard procedures established by industry associations. These measure performance of sample products in a laboratory-type setting. To pursue consistency, Mastic Home Exteriors by Ply Gem manufactures its products for sale utilizing the same methods and materials as in fabrication of a product for testing. All product components and manufacturing processes, however, involve an inherent range of tolerance. These and other factors can result in some variance among individual product performance.

#### THESE DEFINITIONS APPLY TO THE TERMS USED:

Excessive Fade means a change in the color of any siding in excess of (i) a Delta E of 1 Hunter unit outside the manufacturing tolerances within 5 years from the date of the original installation of the Products on the Property and (ii) a Delta E of 2 Hunter units outside the manufacturing tolerances after 5 years from the date of the original installation of the Products on the Property, provided that any uneven or abnormal fade distribution is not due to a buildup or accumulation of stains, dirt, mold, mildew, or any other deficiency caused by the lack of at least annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the Mastic Home Exteriors by Ply Gem Installation Manual. Excessive fade shall be determined by Mastic Home Exteriors by Ply Gem based on our examination of a siding sample.

Purchase and Installation Price means the sum of (a) the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the

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## MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY SOLARDEFENSE REFLECTIVE TECHNOLOGY<sup>™</sup> VINYL SIDING + VINYL ACCESSORIES



purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

**Products** means SolarDefense Reflective Technology™ Vinyl Siding and Vinyl Accessories manufactured by Mastic Home Exteriors by Ply Gem.

**Weathering** means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exteriors by Ply Gem materials used on this installation project, one Application for Warratty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Department, P.O. Box 110100, Pittsburgh, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exteriors by Ply Gem in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.

#### HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Transfer Department, P.O. Box 110100, Pittsburgh, PA 15232. Failure to notify Mastic Home Exteriors by Ply Gem will not void the Warranty, but the notice will assist Mastic Home Exteriors by Ply Gem in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within thirty (30) days of product failure.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed Product failure and the date the failure was discovered; the warranty registration number (if available); the date of original installation; proof of status as property owner; proof of purchase; date and place of purchase; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd., Ste. 900, Kansas City, MO 64108 or fax your information to 816-426-8210.

Mastic Home Exteriors by Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim. When a sample is required, it must be sent at the homeowner's expense. In the event the homeowner wants the sample returned, there will be a \$25 handling fee.

Mastic Home Exteriors by Ply Gem shall have no obligation whatsoever without proper notice and an opportunity to respond. Upon proper notice, Mastic Home Exteriors by Ply Gem shall be afforded the opportunity to inspect or take other action necessary to formulate a response.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

#### WARRANTY COVERAGE 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 UNDER THE TERMS OF THIS WARRANTY FOR WHICH MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY:	
0-5	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%

Total claim cost of refund not to exceed original purchase and installation price.

#### CARE AND MAINTENANCE

Mastic Home Exteriors by Ply Gem Vinyl Siding, Soffit and Accessories are some of the most durable building products materials available today for residential applications. In most cases, normal rainfall is sufficient to keep it clean. But if your Mastic Home Exteriors by Ply Gem Vinyl Siding should need cleaning, we recommend the following procedures. Particular attention should be given to areas under eaves, porches, awnings and other overhangs that have limited exposure to the natural washing effect of rainfall.

- Moderate Atmospheric Dirt We recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
- 2. Heavy Industrial Atmospheric Dirt Wash in the manner indicated above, but use the following solution:

1/3 cup detergent (Tide®, for example)

2/3 cup trisodium phosphate (Soilax®, for example)

- 1 gallon water
- 3. Mildew Accumulation Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
  - a. 1/3 cup detergent (Tide®, for example)
  - b. 2/3 cup trisodium phosphate (Soilax®, for example)
  - c. 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
  - d. 3 quarts water
- Caulking Compounds, Tar and Similar Substances 

   Use mineral spirits in reasonable
  amounts and apply directly to the foreign substance. Immediately after cleaning,
  rinse the area thoroughly with water.

**CAUTION:** Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Products' surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

#### **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 structure. Owners and Installers should take a few simple steps to protect vinyl building materials from fire.

#### TO THE HOME AND BUILDING OWNER

Rigid vinyl siding is made from organic material 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.

#### TO THE BUILDING TRADES, SPECIFIERS, PROFESSIONAL AND DO-IT-YOURSELF INSTALLERS

When rigid vinyl siding is exposed to significant heat or flame, the vinyl will soften, sag, melt or burn, and may thereby expose material underneath. Care must be exercised when selecting underlayment materials because many underlayment materials are made from organic materials that are combustible. You should ascertain the fire properties of underlayment materials prior to installation. All building materials should be installed in accordance with local, state and federal building code and fire regulations.

For more information about vinyl siding products, contact the Vinyl Siding Institute, 1275 K St. NW, Washington DC 20005-4006 and request brochures titled, "Fire Properties" or "What Homeowners Want to Know", or contact Mastic Home Exteriors by Ply Gem and request brochure titled "Fire Safety, What You Need to Know".

## FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS BY PLY GEM VINYL SIDING

We designed and manufactured Mastic Home Exteriors by Ply Gem Vinyl Siding to perform best when installed by qualified applicators. While Mastic Home Exteriors by Ply Gem does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator that did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

To register your warranty go to **mastic.com/warranty** Or fill out the card found in the back and mail to the address provided. Case 1:17-cv-01077-MAD-CFH Document 1 Filed 09/26/17 Page 46 of 7 MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY

MASTIC HOME EXTERIORS

Mastic Cedar Discovery<sup>®</sup> Siding and Accessories (the "Products") are manufactured by Mastic Home Exteriors by Ply Gem in accordance with high standards and tight quality controls. The Products will not rust or corrode because they are made of rigid polypropylene.

CEDAR DISCOVERY® AND ACCESSORIES

#### WHAT DOES THIS WARRANTY COVER?

Limited Lifetime Warranty Manufacturing Defects. Mastic warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture if installed according to our specifications.

**Limited Fade Warranty.** Mastic also warrants to you that for a limited period specified below, the Products will not excessively fade. "Excessive Fading" is more fully set forth in the Fade Coverage Schedule supplied.

Limited Hail Damage Warranty. Mastic also provides you with a limited hail damage warranty, more fully outlined below.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### HOW LONG DOES THE COVERAGE LAST?

Limited Lifetime Warranty Manufacturing Defects. If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below.

**Limited Fade Warranty.** Mastic's excessive fade warranty is from the date of the original installation of the Products on the Property, even if the warranty is transferred with the Property. See the Fade Coverage Schedule on the next page for further details.

Limited Hail Damage Warranty. Mastic's hail damage warranty will last as long as Mastic's Limited Lifetime Warranty lasts, and upon transfer with the Property, shall continue based upon the coverage terms for Mastic's Limited Lifetime Warranty.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

Limited Lifetime Warranty Manufacturing Defects. We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your sole responsibility.

Limited Fade Warranty. We will repair, replace or refund the initial purchase and installation price of any portion of our siding that experiences excessive color fade after the installation of the siding, subject to our examination of a siding sample and you performing at least annually as preventative maintenance the cleaning. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your sole responsibility.

Limited Hail Damage Warranty. It is your responsibility to pursue the cost of repair or replacement of damaged material through your homeowner's insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hail, and these costs are in excess of your total insurance coverage (excluding your insurance deductible), we will reimburse you for that difference, up to the cost of replacement Product for the damaged Product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

## If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined by us.

WHAT DOESN'T THIS WARRANTY COVER?

#### This Warranty does not cover:

- · damage of any kind resulting from faulty or improper installation;
- normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk or become soiled or stained. Exposure to the elements will cause gradual, uniform change over time. The degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control.
- accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
  fumes or vapors;
- surface deterioration due to air pollution:

- misuse or abuse;
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
   impact of foreign objects:
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or
- window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
  Products that have been painted or whose surface has been altered in any way without written authorization from Mastic;
- any other causes beyond our reasonable control; or
- uneven fading, color change or "striping" of siding due to installation over dissimilar, inconsistent or inadequate sheathing or backer board.

#### **OTHER LIMITATIONS**

- This Warranty covers only genuine Mastic Cedar Discovery Siding and Accessories. It is your responsibility to verify that the siding and accessories installed are our Products.
- 2. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- 3. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 4. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
- 5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### THESE DEFINITIONS APPLY TO THE TERMS USED:

**Coverage** means the extent of our commitment to respond to any claim relating to the siding.

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Purchase and Installation Price means the sum of (a) the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

Residence means regular or full-time permanent lodging by a single family.

**Weathering** means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Department, P.O. Box 110100, Pittsburg, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase incase it is needed if you submit a warranty claim.

#### HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Transfer Department, P.O. Box 110100, Pittsburg, PA 15232. Failure to notify Mastic will not void the Warranty, but the notice will assist Mastic in processing any warranty claim. Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

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### MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY CEDAR DISCOVERY AND ACCESSORIES



#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information; a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd., Suite 900, Kansas City, MO 64108 or fax your information to 816-426-8210.

Mastic will provide notification of any additional information and physical evidence that may be required to process your claim.

When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC WILL VOID THIS WARRANTY.

#### FADE COVERAGE SCHEDULE

"Excessive Fading" is fading that is in excess of the Delta E Hunter unit measurement indicated in the following table for the Product you have purchased. Mastic reserves to itself the sole right to determine whether a Product has suffered from excessive fading.

	Solid Colors		
	Delta E of 4 Hunter Units for 10 Years from the date of original installation		
	ALMOND	HARBOR GREY	SAGE
	AUTUMN HARVEST	LAKESHORE FERN	SANDTONE
	CAMEO	LINEN	SCOTTISH THISTLE
	CLASSIC CREAM	MISTY SHADOW	SILVER GREY
	COLONIAL YELLOW	MONTANA SUEDE	TERRA COTTA
	CORN SILK	PEBBLESTONE CLAY	TUSCAN OLIVE
	DEEP GRANITE	PORTSMOUTH BLUE	VICTORIAN GREY
	DESERT SAND	QUIET WILLOW	VINEYARD GROVE
	ENGLISH WEDGEWOOD	RUGGED CANYON	WHITE
	EVEREST	RUSSET RED	WICKER
Weathered Cedar Colors			
	Delta E of 7 Hunter Units for 7 Years from the date of original installation		nal installation
	CAPE GREY CEDAR R	ED CEDAR TIMBER WAL	NUT

#### WARRANTY COVERAGE 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 MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY:	
0-5	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%

Total claim cost of refund not to exceed original purchase and installation price.

#### CARE AND MAINTENANCE

Mastic Cedar Discovery siding is one of the most durable building products materials available today for residential applications. In most cases, normal rainfall is sufficient to keep it clean. But if your Mastic Cedar Discovery Siding and Accessories should need cleaning, the following procedures are recommended. Particular attention should be given to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural washing effect of rainfall.

- 1. Moderate Atmospheric Dirt An occasional washing with clear water using a garden hose and soft-bristled brush is recommended (a long-handled, car-washing brush is ideal for this purpose).
- 2. Heavy Industrial Atmospheric Dirt Wash in the manner indicated above, but use the following solution: a. 1/3 cup detergent (Tide®, for example)

  - b. 2/3 cup trisodium phosphate (Soilax®, for example)
- c. 1 gallon water
- 3. Mildew Accumulation Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
  - a. 1/3 cup detergent (Tide<sup>®</sup>, for example)
  - b. 2/3 cup trisodium phosphate (Soilax®, for example)
  - c. 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
  - d. 3 quarts water

CAUTION: Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the products' surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary, can be harmful to the products, and may cause undesirable glossy areas over the finish.

#### IMPORTANT: FIRE SAFETY INFORMATION

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

#### TO THE HOME AND BUILDING OWNER

Rigid polypropylene siding is made from organic material 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 rigid polypropylene siding.

## TO THE BUILDING TRADES, SPECIFIERS, PROFESSIONAL AND DO-IT-YOURSELF INSTALLERS

When rigid polypropylene siding is exposed to significant heat or flame, the rigid polypropylene will soften, sag, melt, or burn, and may thereby expose material underneath. Care must be exercised when selecting underlayment materials because many underlayment materials are made from organic materials that are combustible. You should ascertain the fire properties of underlayment materials prior to installation All building materials should be installed in accordance with local, state and federal building code and fire regulations.

For more information about vinyl siding products, contact the Vinyl Siding Institute, 1275 K St. NW, Washington, D.C. 20005-4006 and request brochures titled, "Fire Properties" or "What Homeowners Want to Know," or contact Mastic Home Exteriors and request brochure titled "Fire Safety, What You Need to Know."

#### FACTS ABOUT THE INSTALLATION OF MASTIC BY PLY GEM CEDAR DISCOVERY SIDING

Mastic Cedar Discovery Siding has been designed and manufactured to perform best when installed by qualified applicators. While Mastic does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. Our installation manuals are frequently updated with new and improved methods of application.

Any product adjustments should be discussed with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

Case 1:17-cv-01077-MAD-CFH Document 1 Filed 09/26/17 Page 48 of 7 MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY DESIGNER ACCENTS



Mastic Home Exteriors by Ply Gem manufactures Louvered / Raised Panel / Board & Batten Shutters, Gable Vents, Fixture Mounts, Mantels and Door Surrounds (the "Products") in accordance with high standards and tight quality controls. The Products will not rust or corrode because they are made of special resins. The Products will be free from manufacturing defects which result in cracking or splitting.

#### WHAT DOES THIS WARRANTY COVER?

Limited Lifetime Warranty Manufacturing Defects. Mastic Home Exteriors by Ply Gem warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture if installed according to our specifications.

Limited Fade Warranty. Mastic Home Exteriors by Ply Gem also warrants to you that for a limited period specified below, the Products will not excessively fade. "Excessive Fading" is more than 'normal fading' (see below) which is in excess of a Delta E of 7 Hunter units for a period of 7 years following the installation date, as determined by Mastic Home Exteriors by Ply Gem.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### HOW LONG DOES THE COVERAGE LAST?

If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Property, prorated in accordance with the Warranty Coverage Schedule below.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

At our sole option, we will either repair, replace, refinish or refund to you the value of the Products found to be defective (or prorated if this Warranty is transferred). Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective. Any additional costs and expenses beyond these amounts are your responsibility.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

#### WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover:

- excludes labor charges incurred:
- damage of any kind resulting from faulty or improper installation;
- Changes in surface color resulting from chalking, fading, soiling or staining. Exposure
  to the elements may cause these changes over time; the degree to which weathering
  occurs will vary depending on air quality, the building's location and other local
  conditions over which we have no control;
- accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God;
  harmful chemicals (including harmful cleaning compounds and pesticides);
- narmful chemicals
   fumes or vapors;
- surface deterioration due to air pollution;
- misuse or abuse:
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions");
   impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials);
- Products that have been painted or whose surface has been altered in any way without written authorization from Mastic Home Exteriors by Ply Gem; or
- any other causes beyond our reasonable control.

#### THESE DEFINITIONS APPLY TO THE TERMS USED:

**Coverage** means the extent of our commitment to respond to any claim relating to the siding.

**Excessive Color Fade** means a change in the color of any siding in excess of a Delta E of seven Hunter units in the first seven years, as determined by us, following the initial installation provided that any uneven or abnormal fade distribution is not due to a buildup or accumulation of stains, dirt, mold, mildew, or any other deficiency caused by the lack of at least an annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the Mastic Home Exteriors by Ply Gem Installation Manual.

**First-time Transferee** means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Residence means regular or full-time permanent lodging by a single family.

**Weathering** means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

#### **OTHER LIMITATIONS**

- This Warranty covers only genuine Mastic Home Exteriors by Ply Gem Louvered / Raised Panel Shutters, Gable Vents, Fixture Mounts, Mantels and Door Surrounds. It is your responsibility to verify that the installed are our Products. It is a good idea to retain your proof of purchase incase it is needed if you submit a warranty claim.
- 2. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- 3. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 4. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
- 5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, <u>OR</u> <u>ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR</u> <u>PURCHASE</u>, AS IT RELATES TO OUR PRODUCTS. THIS (S YOUR EXCLUSIVE WARRANTY AND IS IN USED OF ALL OTHER WARRANTIES)

THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Transfer Department, P.O. Box 110100, Pittsburg, PA 15232. Failure to notify Mastic Home Exteriors by Ply Gem will not void the Warranty, but the notice will assist Mastic Home Exteriors by Ply Gem in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd., Suite 900, Kansas City, Missouri 64108 or fax your information to 816-426-8210.

Mastic Home Exteriors by Ply Gem will provide notification of any additional information and physical evidence that may be required to process your claim.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

#### WARRANTY COVERAGE 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 MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANT	
0-5	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%

Total claim cost of refund not to exceed original purchase and installation price.

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MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY **DESIGNER ACCENTS** 



#### FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS LOUVERED / RAISED PANEL / BOARD & BATTEN SHUTTERS, GABLE VENTS, FIXTURE MOUNTS, ACCENT PANELS, MANTELS AND DOOR SURROUNDS

We designed and manufactured Mastic Home Exteriors by Ply Gem Louvered / Raised Panel Shutters, Gable Vents, Fixture Mounts, Mantels and Door Surrounds to perform best when installed by qualified applicators. While Mastic Home Exteriors by Ply Gem does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

#### **PERFORMANCE METALS** STIC

HOME EXTERIORS | MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY ALUMINUM SIDING, SOFFIT, SELECT TRIM COIL AND ACCESSORIES

Mastic Home Exteriors by Ply Gem manufactures Aluminum Siding, Aluminum Soffit, Aluminum Siding & Soffit Accessories, select Aluminum Trim Coil (except Economy Trim Coil) and Aluminum Fascia (the "Products"), in accordance with high standards and tight quality controls. The Products will not rust, burn or support combustion, or split or crack due to cold weather because they are made of aluminum.

#### WHAT DOES THIS WARRANTY COVER?

by PLY GEM

Mastic Home Exteriors warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture, and that the finish on the Products will not chip, peel, flake or blister under conditions of ordinary wear, if installed according to our specifications.

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### HOW LONG DOES THE COVERAGE LAST?

If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school. church. government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule contained within. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule contained within.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

We will repair, replace or refund the purchase and installation price of the defective portion of our product that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this warranty will in no event exceed the purchase price of the originally installed Products found to be warrantable and the cost of the labor involved in the original installation of such defective Products. Any additional costs and expenses beyond these amounts are your responsibility.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

#### If we elect to repair or replace Product under this warranty, we will also cover the reasonable labor costs for the applicable area, as determined by us.

#### WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover damage of any kind resulting from:

- · Faulty or improper installation, including "oil canning" waving, buckling, or other distortions:
- · Installation of our Product in direct contact with dissimilar materials as discussed in the final section of this warranty;
- Cracking or crazing of the Product's paint surface due to field forming of Products in cold temperatures; or
- · Changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control;
- accidental damage;
- settlement
- structural shrinkage or distortion of the property structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God;
- harmful chemicals (including harmful cleaning compounds and pesticides);
- · fumes or vapors; · surface deterioration due to air pollution or seacoast environment;
- misuse or abuse:
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions"); impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., window reflection);
- Products that have been painted or whose surface has been altered in any way without written authorization from Mastic Home Exteriors;
- any other causes beyond our reasonable control; or
- · Corrosion caused by contact with dissimilar materials

#### OTHER LIMITATIONS

- This Warranty covers only genuine Mastic Home Exteriors Aluminum Siding, Aluminum Soffit, Aluminum Siding & Soffit Accessories, select Aluminum Trim Coil (except Economy Trim Coil) and Aluminum Fascia. It is your responsibility to verify that the siding, soffit and accessories installed are our Products. For Trim Coil, we require written proof it is Mastic Home Exteriors product.
- 2. Products are designed and intended for use as small flashings and water diverters, and should not be used as roofing material.
- 3. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- 4. We reserve the right to discontinue or change any design or color of any of our products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time vou make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 5. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products.
- 6. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS.
- THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### THESE DEFINITIONS APPLY TO THE TERMS USED:

**Coverage** means the extent of our commitment to respond to any claim relating to the siding

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Purchase and Installation Price means the sum of (a) the total original cost of the siding, soffit or accessory that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding, soffit or accessory that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

**Residence** means regular or full-time permanent lodging by a single family.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exteriors materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Data Center, P.O. Box 110100, Pittsburg, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exteriors by Ply Gem in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase incase it is needed if you submit a warranty claim.

#### HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Registration Data Center, P.O. Box 110100, Pittsburg, PA 15232. Failure to notify Mastic Home Exteriors will not void the Warranty, but the notice will assist Mastic Home Exteriors in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

## MASTIC | PERFORMANCE METALS

MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY ALUMINUM SIDING, SOFFIT, SELECT TRIM COIL AND ACCESSORIES

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

by PLV GEM

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If you would like to submit a claim request in writing please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd, Ste 900, Kansas City MO 64108 or fax your information to 816-426-8210.

Mastic Home Exteriors will provide notification of any additional information and physical evidence that may be required to process your claim. When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

#### WARRANTY COVERAGE 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 MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY	
0-5	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%

Total claim cost of refund not to exceed original purchase and installation price.

#### CARE AND MAINTENANCE

Mastic Home Exteriors Aluminum Siding, Aluminum Soffit, Aluminum Siding & Soffit Accessories, Aluminum Trim Coil and Aluminum Fascia are some of the most durable building products materials available today for residential applications. In most cases, normal rainfall is sufficient to keep them clean. But if your Mastic Home Exteriors Aluminum Products should need cleaning, we recommend the following procedures. Particular attention should be given to areas under eaves, porches, awnings, and other overhangs that have limited exposure to the natural washing effect of rainfall.

- Moderate Atmospheric Dirt We recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
- 2. Heavy Industrial Atmospheric  $\mbox{Dirt}-\mbox{Wash}$  in the manner indicated above, but use the following solution:
  - a. 1/3 cup detergent (Tide®, for example)
  - b. 2/3 cup trisodium phosphate (Soilax®, for example)
  - c. 1 gallon water
- 3. Mildew Accumulation Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
  - a. 1/3 cup detergent (Tide®, for example)
  - b. 2/3 cup trisodium phosphate (Soilax®, for example)
  - c. 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
  - d. 3 quarts water
- 4. Caulking Compounds, Tar and Similar Substances Use mineral spirits in reasonable amounts and apply directly to the foreign substance. Immediately after cleaning, rinse the area thoroughly with water.

**CAUTION:** Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Products' surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

#### FACTS ABOUT THE INSTALLATION OF ALUMINUM PRODUCTS

We designed and manufactured Mastic Home Exteriors by Ply Gem Aluminum Siding, Aluminum Soffit, Aluminum Siding and Soffit Accessories, Aluminum Trim Coil, and Aluminum Fascia to perform best when installed by qualified applicators. While Mastic Home Exteriors does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

**NOTE:** Direct contact of aluminum products with certain dissimilar materials, or contact with water run-off from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of aluminum with dissimilar materials including dissimilar metals (e.g. copper, zinc, steel, etc.), concrete, stucco, asbestos siding, pressure treated/pretreated lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic materials.

| PERFORMANCE METALS STIC

HOME EXTERIORS I MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY **ENVOY SECTIONAL RAIN REMOVAL SYSTEMS** 

Mastic Home Exteriors by Ply Gem manufactures Envoy Sectional Rain Removal Systems (the "Products"), in accordance with high standards and tight quality controls. The Products will not rust, burn or support combustion, or split or crack due to cold weather because they are made of aluminum.

#### WHAT DOES THIS WARRANTY COVER?

by PLY GEM

Mastic Home Exteriors warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture, and that the finish on the Products will not chip, peel, flake or blister under conditions of ordinary wear, if installed according to our specifications

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### HOW LONG DOES THE COVERAGE LAST?

If you are an individual, this Limited Lifetime Warranty lasts for the life of the property on which the Products were originally applied ("Property") for as long as you own the Property. If you are not an individual (e.g., you are a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc.), the warranty period will be 50 years from the date of original installation of the Products on the Property, prorated as outlined in the Warranty Coverage Schedule below. This Limited Lifetime Warranty may be transferred with the Property. However, upon the transfer, the warranty period will be no more than 50 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

We will repair, replace or refund the purchase and installation price of the defective portion of our Product that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective. Any additional costs and expenses beyond these amounts are your responsibility.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

#### WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover:

- · seamless gutters made from gutter coil
- damage of any kind resulting from faulty or improper installation;
- · Changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control; accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;
- fire;
- lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God;
- · harmful chemicals (including harmful cleaning compounds and pesticides);
- fumes or vapors:
- surface deterioration due to air pollution:
- misuse or abuse; vandalism;
- airborne stains, mold and mildew accumulation;
  your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions"); · impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., window reflection):
- · Products that have been painted or whose surface has been altered in any way without written authorization from Mastic Home Exteriors:
- any other causes beyond our reasonable control; or
- · Corrosion caused by contact with dissimilar materials.

#### **OTHER LIMITATIONS**

- 1. This Warranty covers only genuine Mastic Home Exteriors by Ply Gem Envoy Sectional Rain Removal Systems. It is your responsibility to verify that the Rain Removal Systems installed are our Products.
- Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- 3. We reserve the right to discontinue or change any design or color of any of our Products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from us at the time you make a warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 4. There are no warranties on this Product other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products

- 5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES,
- EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### THESE DEFINITIONS APPLY TO THE TERMS USED:

Coverage means the extent of our commitment to respond to any claim relating to the product.

First-time Transferee means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the product itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

Purchase and Installation Price means the sum of (a) the total original cost of the product that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of product that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

Residence means regular or full-time permanent lodging by a single family.

Weathering means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

Weathers Unevenly or Uneven Weathering, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of Product under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exteriors materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Data Center, P.O. Box 110100, Pittsburg, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exteriors in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase incase it is needed if you submit a warranty claim.

#### HOW DO YOU TRANSFER YOUR WARRANTY?

You and subsequent Property owners may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. The notice should include the warranty registration number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Registration Data Center, P.O. Box 110100, Pittsburg, PA 15232. Failure to notify Mastic Home Exteriors will not void the Warranty, but the notice will assist Mastic Home Exteriors in processing any warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the property, your obligations become the obligations of the new Property owners.

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-800-962-3563 to receive a warranty claims packet.

If vou would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the warranty registration number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem Warranty Claims Department, 2600 Grand Blvd, Ste 900, Kansas City MO 64108 or fax your information to 816-426-8210.

Mastic Home Exteriors will provide notification of any additional information and physical evidence that may be required to process your claim.

When a sample is required, it must be sent at the homeowner's expense. In the event the claim is approved and the homeowner wants the sample returned, there will be a \$25 handling fee.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

## TIC PERFORMANCE METALS

<sup>I</sup> MASTIC HOME EXTERIORS V.I.P. LIMITED LIFETIME WARRANTY ENVOY SECTIONAL RAIN REMOVAL SYSTEMS

#### WARRANTY COVERAGE SCHEDULE

by PLV GEM

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 MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 50-YEAR PRORATED WARRANTY:	
0-5	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%

Total claim cost of refund not to exceed original purchase and installation price.

#### **CARE & MAINTENANCE**

Mastic Home Exteriors by Ply Gem Envoy Sectional Rain Removal Systems is one of the most durable building products materials available today for residential applications. In most cases, normal rainfall is sufficient to keep it clean. But if your Mastic Home Exteriors Envoy Sectional Rain Removal Systems should need cleaning, we recommend the following procedures. Particular attention should be given to areas that have limited exposure to the natural washing effect of rainfall.

- Moderate Atmospheric Dirt We recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
- 2. Heavy Industrial Atmospheric Dirt Wash in the manner indicated above, but use the following solution:
- a. 1/3 cup detergent (Tide®, for example)
- b. 2/3 cup trisodium phosphate (Soilax®, for example)
- c. 1 gallon water
- 3. Mildew Accumulation Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the basic cleaning solution above with the addition of sodium hypochlorite as follows:
  - a. 1/3 cup detergent (Tide®, for example)
  - b. 2/3 cup trisodium phosphate (Soilax®, for example)
  - c. 1 quart sodium hypochlorite 5% solution (Clorox®, for example)
  - d. 3 quarts water
- Caulking Compounds, Tar and Similar Substances 

   Use mineral spirits in reasonable
  amounts and apply directly to the foreign substance. Immediately after cleaning,
  rinse the area thoroughly with water.

**CAUTION:** Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Products' surface. Avoid skin and eye contact with the solution, and in all cases follow manufacturer's instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

#### FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS ENVOY SECTIONAL RAIN REMOVAL SYSTEMS

We designed and manufactured Mastic Home Exteriors by Ply Gem Envoy Sectional Rain Removal Systems to perform best when installed by qualified applicators. While Mastic Home Exteriors does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

NOTE: Direct contact of aluminum products with certain dissimilar materials, or contact with water run-off from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of aluminum with dissimilar materials including dissimilar metals (e.g. copper, zinc, steel, etc.), concrete, stucco, asbestos siding, pressure treated/pretreated lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic materials.

For detailed coverage of warranty information on Leaf Relief products, reference the brochure "Leaf Relief Warranty," available from your installing dealer.

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**PERFORMANCE METALS**<sup>®</sup>

HOME EXTERIORS MASTIC HOME EXTERIORS REGISTERED 20-YEAR LIMITED WARRANTY **GUTTER COIL** 

Mastic Home Exteriors by Ply Gem manufactures Gutter Coil and Related Accessories (the "Products"), in accordance with high standards and tight quality controls. The Products will not rust, burn or support combustion, or split or crack due to cold weather because they are made of aluminum.

#### WHAT DOES THIS WARRANTY COVER?

TIC

by PLY GEM

Mastic Home Exteriors warrants to you, the owner of the property at the time the Products were installed, that the Products are free from defects in material and workmanship in the course of manufacture, and that the finish on the Products will not chip, peel, flake or blister under conditions of ordinary wear, if installed according to our specifications

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

#### HOW LONG DOES THE COVERAGE LAST?

This Registered 20-Year Limited Warranty lasts for twenty (20) years on the property on which the Products were originally applied ("Property") so long as you own the Property. This Registered 20-Year Limited Warranty may be transferred one time with the Property. However, upon the transfer, the Warranty period will be no more than 20 years from the date of original installation of the Products on the Property, prorated in accordance with the Warranty Coverage Schedule below. In the event of a transfer of this Warranty, this Warranty may not be further transferred.

#### WHAT WILL WE DO?

You must notify us in accordance with the notice requirements outlined below, and we must validate the complaint. Upon the notification and validation, we will undertake the following:

We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process. Our obligations under this Warranty will in no event exceed the purchase price of the originally installed Products found to be defective. Any additional costs and expenses beyond these amounts are your responsibility.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

#### WHAT DOESN'T THIS WARRANTY COVER?

This Warranty does not cover:

- damage of any kind resulting from faulty or improper installation:
- · changes in surface color resulting from chalking, fading, soiling or staining. Exposure to the elements may cause these changes over time; the degree to which weathering occurs will vary depending on air quality, the building's location and other local conditions over which we have no control:
- paint removal during forming due to improper (unconditional, uncovered) outside storage prior to installation;
- accidental damage;
- settlement;
- structural shrinkage or distortion of the property structure;
- fire
- · lightning, hurricane, tornado, windstorm, earthquake, hail, or other acts of God; • harmful chemicals (including harmful cleaning compounds and pesticides)
- fumes or vapors:
- · deterioration due to air pollution or contact with dissimilar materials (please see "Care and Maintenance Instructions");
- misuse or abuse:
- vandalism;
- airborne stains, mold and mildew accumulation;
- your failure (or the failure of subsequent Property owners) to provide reasonable and necessary maintenance of the Products (see "Care and Maintenance Instructions"); impact of foreign objects;
- warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or
- window reflection, roofing materials, pools, decks, blacktop or concrete materials); · Products that have been painted or whose surface has been altered in any way
- without written authorization from Mastic Home Exteriors;
- · any other causes beyond our reasonable control; corrosion caused by contact with dissimilar materials; or
- gutters greater than 50' in length.

#### **OTHER LIMITATIONS**

- 1. This Warranty covers only genuine Mastic Home Exteriors Gutter Coil and Related Accessories. It is your responsibility to verify that the Gutter Coil and Related Accessories installed are our Products.
- 2. Due to normal weathering, replacement Products may differ in gloss and color from Products originally installed on the Property.
- 3. We reserve the right to discontinue or change any design or color of any of our Products at any time and without notice or liability. If, for any reason, Products of this type originally installed are no longer available from us at the time you make a Warranty claim, we may substitute another product determined by us to be of comparable quality and price.
- 4. There are no warranties on these Products other than as set forth in this Warranty. We are not liable to you for a breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Products

- 5. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, AS IT RELATES TO OUR PRODUCTS.
- THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. This Warranty gives you specific legal rights. You may also have other rights which vary from state to state. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, and some states do not allow limitations on how long an implied Warranty lasts, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### HOW DO YOU REGISTER YOUR WARRANTY?

For all Mastic Home Exteriors materials used on this installation project, one Application for Warranty Registration must be completed at mastic.com or mailed within 30 days after original installation has been completed. Please mail it to Mastic Home Exteriors by Ply Gem, Warranty Registration Data Center, P.O. Box 110100, Pittsburg, PA 15232. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of purchase of our Products and assists Mastic Home Exteriors in processing any Warranty claim you might have. This confirmation is of benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase incase it is needed if you submit a warranty claim.

#### HOW DO YOU TRANSFER YOUR WARRANTY?

You may transfer this Warranty by providing written notice to us within 30 days after the date of transfer of ownership. In the event a transfer of this Warranty, this Warranty may not be further transferred. The notice should include the Warranty Registration Number (if available), the address of the Property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Mastic Home Exteriors by Ply Gem, Warranty Registration Data Center, P.O. Box 110100, Pittsburg, PA 15232. Failure to notify Mastic Home Exteriors will not void the Warranty, but the notice will assist Mastic Home Exteriors in processing any Warranty claim.

Warranty coverage upon transfer is as described in detail above. Upon any transfer of the Property, your obligations become the obligations of the new Property owners.

#### HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the Warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our Warranty services number at 1-800-962-3563 to receive a Warranty claims packet.

If you would like to submit a claim request in writing, please provide the following information: a description of the claimed defect and the date the defect was discovered; the Warranty Registration Number (if available); the date of original installation; and your name, address and phone number. Written claims should be sent to Mastic Home Exteriors by Ply Gem, Warranty Claims Department, 2600 Grand Blvd, Ste 900, Kansas City MO 64108 or fax your information to 816-426-8210.

Mastic Home Exteriors will provide notification of any additional information and physical evidence that may be required to process your claim.

ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MASTIC HOME EXTERIORS BY PLY GEM WILL VOID THIS WARRANTY.

#### WARRANTY COVERAGE 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 MASTIC HOME EXTERIORS BY PLY GEM WILL BE RESPONSIBLE
DURING THE ORIGINAL PURCHASER'S OWNERSHIP OF THE PROPERTY:	100%
SUBSEQUENT OWNERS AND OTHERS COVERED BY A 20-YEAR PRORATED WARRANTY:	
0-4	100%
MORE THAN 4 BUT LESS THAN 6	70%
MORE THAN 6 BUT LESS THAN 8	50%
MORE THAN 8 BUT LESS THAN 10	40%
MORE THAN 10 BUT LESS THAN 12	30%
MORE THAN 12 BUT LESS THAN 14	20%
MORE THAN 14 BUT LESS THAN 20	10%

Total claim cost of refund not to exceed original purchase and installation price

## MASTIC | PERFORMANCE METALS

MASTIC HOME EXTERIORS REGISTERED 20-YEAR LIMITED WARRANTY GUTTER COIL

#### CARE AND MAINTENANCE

Mastic Home Exteriors by Ply Gem Gutter Coil and Related Accessories are some of the most durable building product materials available today for residential applications. In most cases, normal rainfall is sufficient to keep them clean. But if your Mastic Home Exteriors Gutter Coil and Related Accessories should need cleaning, we recommend the following procedures. Particular attention should be given to areas that have limited exposure to the natural washing effect of rainfall.

- Moderate Atmospheric Dirt We recommend an occasional washing with clear water using a garden hose and soft-bristled brush (a long-handled, car-washing brush is ideal for this purpose).
- 2. Heavy Industrial Atmospheric  $\operatorname{Dirt}-\operatorname{Wash}$  in the manner indicated above, but use the following solution:
- a. 1/3 cup detergent (Tide®, for example)
- b. 2/3 cup trisodium phosphate (Soilax®, for example)
- c. 1 gallon water
- 3. Mildew Accumulation Mildew can collect on surfaces of all types of building products and is often evident on surfaces that have not been properly cared for and maintained. Normally, mildew will appear as black spots. Mildew is easy to remove by using the following solution:
  - a. 1/3 cup detergent (Tide®, for example)
  - b. 2/3 cup trisodium phosphate (Solilax<sup>®</sup>, for example)
     c. 1 quart sodium hypochlorite 5% solution (Clorox<sup>®</sup>, for example)
  - d. 3 quarts water
- Caulking Compounds, Tar and Similar Substances 

   Use mineral spirits in reasonable
  amounts and apply directly to the foreign substance. Immediately after cleaning,
  rinse the area thoroughly with water.

**CAUTION:** Do not exceed the recommended concentrations of cleaners. To do so can cause damage to the Product. Avoid skin and eye contact with the solution, and in all cases follow manufacturers' instructions for the use of cleaning compounds and solutions. Avoid use of abrasive-type cleaners and strong solvents. Test any cleaner on an inconspicuous area before applying to major areas. To minimize streaking, always clean from the bottom to the top and follow with a rinsing of clear water. Excessive scrubbing is unnecessary and can be harmful to the Products, and may cause undesirable glossy areas over the finish.

## FACTS ABOUT THE INSTALLATION OF MASTIC HOME EXTERIORS GUTTER COIL AND RELATED ACCESSORIES

We designed and manufactured Mastic Home Exteriors by Ply Gem Gutter Coil and Related Accessories to perform best when installed by qualified applicators. While Mastic Home Exteriors does not assume responsibility for installation of its products, it does keep installers informed on new techniques and provides detailed installation instructions on all of its products. We frequently update our installation manuals with new and improved methods of application.

You should discuss any product adjustments with the dealer or applicator who did the work. These adjustments can best be made by the original dealer or applicator, since he or she is most familiar with your particular installation.

NOTE: Direct contact of aluminum products with certain dissimilar materials, or contact with water run-off from dissimilar materials, is likely to result in corrosion. Accordingly, care should be taken during installation to avoid contact of aluminum with dissimilar materials including: dissimilar metals (e.g. copper, zinc, steel, etc.), concrete, stucco, asbestos siding, pressure treated/pretreated lumber, roofing materials or roofing systems containing metallic granules or strips, or corrosive non-metallic materials.

\*For detailed coverage of warranty information on Leaf Relief products, reference the "Leaf Relief Warranty" available from your installing dealer. Case 1:17-cv-01077-MAD-CFH Document 1 Filed 09/26/17 Page 56 of 77

## MASTIC HOME EXTERIORS WARRANTY REGISTRATION



## Register your warranty online at **mastic.com/warranty**

## or mail this form to:

Mastic Home Exteriors by Ply Gem Warranty Registration Data Center P.O. Box 110100 Pittsburg, PA 15232

#### PROJECT INFORMATION:

#### PLEASE INDICATE PRODUCT AND QUANTITY COVERED UNDER THIS WARRANTY:

COMPLETION DATE:		
CONTRACTOR (BUILDER) NAME:		
COMPANY NAME:		
ADDRESS:		
CITY:	STATE: ZIP:	
PHONE:		
EMAIL ADDRESS:		
HOMEOWNER NAME:		
ADDRESS:		
CITY:	STATE: ZIP:	
PHONE:		
EMAIL ADDRESS:		
PROJECT ADDRESS (IF DIFFERENT FROM ABOVE):		
CITY:	STATE: ZIP:	
PLEASE INDICATE THE TYPE OF APPLICATION:		
APPROXIMATELY, HOW OLD IS TH	E HOME? YEAR(S).	
WHAT SIDING MATERIAL WAS ON THE HOME PRIOR TO		
	PLYWOOD     BRICK/STONE	
ORIENTED STRAND BOARD (OSE		
	FIBER CEMENT SIDING	
ALUMINUM/STEEL SIDING	WOOD	

PRODUCT	PROFILE/PRODUCT CODE	COLOR	QUANTITY
Products Covered under the Mastic Home Exte	riors V.I.P. Limited Lifetime W	arranty:	
CEDAR DISCOVERY® HAND-SPLIT SHAKE			
CEDAR DISCOVERY® PERFECTION SHINGLE DOUBLE 7"			
CEDAR DISCOVERY® PERFECTION SHINGLE TRIPLE 5"			
CEDAR DISCOVERY® HALF-ROUND			
STRUCTURE HOME INSULATION SYSTEM*			
QUEST®			
CARVEDWOOD•44"			
OVATION"			
T-LOK BARKWOOD®			
LIBERTY ELITE*			
CHARLESTON BEADED*			
BOARD+BATTEN DESIGNER SERIES <sup>™</sup>			
MILL CREEK®			
BRENTWOOD*			
ECLIPSE -			
PASSAGE PERFORMANCE SHAKE AND SHINGLE "			
ENVOY® ALUMINUM SIDING			
ENDURANCE® ALUMINUM SIDING			
VINYL SOFFIT			
PERFORMANCE METALS® ALUMINUM SOFFIT			
PERFORMANCE METALS® ALUMINUM FASCIA			
PERFORMANCE METALS® ALUMINUM TRIM COIL			
SHUTTERS			
DOOR SURROUNDS			
MANTELS			
WINDOW AND DOOR CASINGS			
DECORATIVE MOULDINGS			
DECORATIVE CORNER POSTS			
GABLE VENTS			
UTILITY VENTS			
SURFACE MOUNTS			
MOUNTING BLOCKS			
MONTICELLO ALUMINUM COLUMNS			
GUTTERS AND DOWNSPOUTS			
Products Covered under the Mastic Registered	20-Year Limited Warranty:		
PERFORMANCE METALS® GUTTER + DOWNSPOUT COIL AND ACCESSORIES			
Products Covered under the Registered 25-Yea REFERENCE SEPARATE WARRANTY FOR DETAILS)	ar No-Clog, No Overflow Warr	anty:	
Products Covered under the Registered 20-Year REFERENCE SEPARATE WARRANTY FOR DETAILS)	ar Material and Performance V	/arranty:	
LEAF LOGIC <sup>™</sup>			
Products Covered under the Registered 5-Year REFERENCE SEPARATE WARRANTY FOR DETAILS)	Material and Performance Wa	arranty:	
LEAF SMART <sup>™</sup>			



PLY GEM SIDING GROUP 2600 GRAND BOULEVARD SUITE 900 KANSAS CITY, MO 64108

800 962 3563 · MASTIC.COM

PLY GEM RESERVES THE RIGHT TO ALTER, MODIFY OR DELETE ITEMS FROM TIME TO TIME WITHOUT NOTICE. MASTIC HOME EXTERIORS AND THE MASTIC HOME EXTERIORS LOGO ARE TRADEMARKS OF MASTIC HOME EXTERIORS, INC. PLY GEM IS A TRADEMARK OF PLY GEM INDUSTRIES, INC. ALL PRODUCTS MADE IN THE US A.

THIS BROCHURE WAS PRINTED USING 100% ENVIRONMENTALLY FRIENDLY INKS AND RECYCLED PAPER. 7601089991202/BT/CG/0415







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## **Exhibit** C

## VARIFORM VINYL SIDING PRODUCTS

HOMEOWNER LIMITED LIFETIME TRANSFERABLE WARRANTY

Congratulations on your purchase of Variform vinyl siding and soffit!

We believe you will be pleased with this excellent product. However, if you have any problems, we will try to resolve them in accordance with this warranty. We want you to remain a satisfied Variform customer! Please read this document carefully, so you will know the extent of the coverage.

Definitions of terms printed in an italic typeface appear on Page 4 of this document. This warranty is effective January 1, 2011.

### Assurance of Quality

PREMIUM VINYL SIDING FROM VARIFORM is confidently backed by our Limited Lifetime Transferable Warranty. As one of the industry's leading manufacturers of vinyl siding since 1964, Variform continues to exceed standards for quality, durability and the beauty of our exterior products. Premium vinyl siding manufactured by Variform incorporates technical advances in material formulations and the highest standards of quality control. We are confident of our products and we are sure you will be too, for many years to come.

### Vinyl Siding Warranty

A LIMITED LIFETIME TRANSFERABLE WARRANTY

To enjoy the benefits of this protection, please make sure you:

- Register your warranty. Your prompt product registration ensures your right to the protection under this warranty. We will keep this information on file so it will be available if necessary.
- Protect your product. Caring for your siding will help preserve its beauty. See Page 1 for instructions.

### What is Covered by This Warranty?

#### **Technical Support**

We will provide technical support to you and your installer on installation, maintenance and repair problems. However, our warranty only covers technical advice by us that is issued in writing. Our current toll free service number is (800) 800-2244.

#### **Manufacturing Defects**

We will repair, replace or refund the purchase and installation price of the defective portion of our siding that blisters, checks, crazes, flakes, peels or weathers unevenly due to a defect in our manufacturing process.

#### **Excessive Color Fade**

We will repair, replace or refund the initial purchase and installation price of any portion of our siding that experiences excessive color fade after the installation of the siding to the original home owner, subject to our examination of a siding sample and you performing at least annually as preventative maintenance the cleaning described on Page 1.

#### Limited Hail Damage Warranty

It is your responsibility to pursue the cost of repair or replacement of damaged material through your homeowner's insurance or all other applicable insurance coverage. After you exhaust such coverage, if you have any Product cost that you have incurred in the purchase of the Product that is necessary to replace the Product on your Property which was damaged by hail, and these costs are in excess of

your total insurance coverage (excluding your insurance deductible), we will reimburse you for that difference, up to the cost of replacement Product for the damaged Product. Any additional costs and expense beyond these amounts are your responsibility. We will have no responsibility for any costs associated with the labor required to remove, replace or install any Product.

In the event of repair, replacement or refinishing under this Warranty, the Warranty applicable to the replacement material or to the repaired or refinished Products will extend only for the time remaining under the original Warranty.

If we elect to repair or replace damaged or defective product, we will only cover reasonable labor costs for the applicable area, as determined by us.



## Items for Which We Are Not Responsible

### Our responsibility under this warranty is limited. In particular, WE ARE NOT RESPONSIBLE FOR any defects or failures due to:

- Installation or handling of siding after it leaves our factory, including any lack of performance or improper performance in any way by the siding installer (Please assure that the siding is installed by a qualified installer. Although we are not responsible for installation, we can provide detailed, current installation instructions and manuals as needed.)
- Warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials).
- Abnormal use of the siding as determined by us.
- The application of paint, varnish or other coating over the siding's original finish.
- Any lack of compatibility between our siding and any other product not manufactured by us that causes damage to or failure of the siding.
- Labor, transportation or installation costs, except when we choose to repair or replace the damaged or defective material and the damage does not result from hail.
- Color variance between any new replacement panel and other panels. (We reserve the right to discontinue or modify any siding product line or color without notifying the original purchaser. If the original siding product is not available, we retain the right to choose to use replacement material of equal value or quality.)
- Uneven fading, color change or "striping" of siding due to installation over dissimilar, inconsistent or inadequate sheathing or backer board;
- Damage caused by, among other things, cracking, splitting, chalking, weathering, oxidation, mold, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or civil disorder, accidents or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals or vapors).
- Except for excessive color fade after installation and uneven weathering, color change of the siding due to weathering, because weathering will cause any colored surface to gradually lighten, darken, chalk or accumulate dirt or stains. (The severity of these conditions depends on air quality, the geographic location of the property and other local conditions over which we have no control.)
- Fading or color change of brown soffit or accessories when used as vertical siding or in any application with direct exposure to sunlight.
- WE ARE ALSO NOT RESPONSIBLE FOR AND DISCLAIM ANY WARRANTY NOT MADE EXPRESSLY IN THIS DOCUMENT. ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED IN THIS WARRANTY DOCUMENT, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.
- THE REMEDIES PROVIDED HEREIN ARE A WARRANTY CLAIMANT'S SOLE AND EXCLUSIVE REMEDIES, WHETHER FOR CLAIMS UNDER AN EXPRESS WARRANTY OR ANY IMPLIED WARRANTY, BREACH OF EITHER, IN TORT OR OTHERWISE IN NO EVENT ARE WE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE, INSTALLATION, OWNERSHIP OR USE OF OUR PRODUCTS, NOR SHALL WE BE RESPONSIBLE FOR REPRESENTATIONS, WARRANTIES OR AGREEMENTS MADE BY ANY EMPLOYEE, AGENT OR OTHER PERSON THAT PURPORT TO MODIFY OR ADD TO ANY OF OUR OBLIGATIONS UNDER THIS DOCUMENT. YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY IS SET FORTH IN THIS DOCUMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

## These Definitions Apply to the Terms Used:

COVERAGE means the extent of our commitment to respond to any claim relating to the siding.

EXCESSIVE COLOR FADE means a change in the color of any siding in excess of a Delta E of four Hunter units, as determined by us, following the initial installation of the siding, provided that any uneven or abnormal fade distribution is not due to a buildup or accumulation of stains, dirt, mold, mildew, or any other deficiency caused by the lack of at least an annual preventative maintenance by the homeowner as such annual preventative maintenance is described in the Variform Installation Manual. The excessive color fade warranty does not apply to custom colors of siding and accessories.

FIRST-TIME TRANSFEREE means the first individual, person or entity to which any interest of the initial purchaser in the building on which the siding is initially installed or in the siding itself is voluntarily or involuntarily conveyed, transferred or assigned, whether by gift, sale or operation of law, after the initial installation of the siding.

PURCHASE AND INSTALLATION PRICE means the sum of (a) the total original cost of the siding that is defective or otherwise being replaced, plus (b) the total original cost of labor for the installation of siding that is defective or otherwise being replaced. If we cannot determine these amounts from original documents, we will compute the purchase and installation price using (i) our suggested retail price in effect at the time of the installation for the cost of material, (ii) labor rates prevailing in the area where the building is located at the time of installation and (iii) an estimated installation time for the cost of labor.

RESIDENCE means regular or full-time permanent lodging by a single family.

SIDING means vinyl siding, vinyl soffit or related vinyl accessories (but not round cut, shingle or trim coil) manufactured by Variform, Inc.

WEATHERING means changes caused by exposure to sunlight, rain, air pollution, variations in temperature and other atmospheric conditions.

WEATHERS UNEVENLY or UNEVEN WEATHERING, such as checker boarding, means uneven or non-uniform change in color of contiguous elements of siding under uniform, even and equal exposure to sunlight, natural radiation, rain, natural variations in temperature or other atmospheric conditions.

## How Long Does The Warranty Last?

#### Individuals

The coverage continues until the earlier of (a) the death of the last to survive of the original individual owners of the residence on which the siding is installed or (b) a transfer of the residence. Variform vinyl siding products are non-prorated to the original purchaser.

#### **Corporations or Other Entities**

In the case of siding purchased by, or installed on property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings, other rental property, or other types of buildings or premises not used by individual homeowners as their primary residences, the warranty period will be 50 years following the installation of the siding, prorated as shown on the coverage schedule below.

#### First-Time Transferees

The coverage continues on a prorated basis for the *first-time transferees* of the siding from the original purchasers until the earlier of (a) the fiftieth anniversary of the initial installation or (b) a further transfer of the residence or building. When we choose to repair or refund to a first-time transferee, we will pay only a prorated portion of the initial purchase and installation price of the defective portion of our siding, according to the schedule below.

## Warranty Coverage 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 Variform Will Be Responsible		
During the original purchaser's Ownership of the Property	100%		
Subsequent owners and others covered by a 50-year prorated warranty:			
0-5	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 12 but less than 13	30%		
more than 13 but less than 14	20%		
more than 14 but less than 50	10%		

\*Total cost of refund not to exceed original installed purchase price.

The fade protection coverage of this warranty is not transferable.

## What Must You Do to Be Covered?

Because of the length and scope of coverage, you must do the following to be entitled to coverage.

- For this warranty to cover you, you must accept this warranty within one year after installation. You may do this by completing and returning the attached Warranty Registration Card. We suggest that you keep a copy for your records. You may also accept the warranty by following the Warranty Registration procedures shown on our Internet web site at www.variform.com.
- 2. Notify us in writing of any defects or other conditions that may be covered by this warranty within a reasonable time after you discover the condition. The written notice should describe the defect in detail. For claims of *excessive color fade*, in order to accurately evaluate, we will require the submission by homeowner to Variform (a) a sample piece of the affected area on any and all even color loss claims and (b) a copy of an annual preventative cleaning schedule. You should also provide any additional information that our Warranty Department may request. Our current notification address is: Warranty Department, Variform, Inc., 2600 Grand, Ste. 900, Kansas City, MO 64108, toll free: (877) 574-2939.
- 3 Follow the maintenance procedures listed on Page 1 of this document under "How to Care for Vinyl Siding and Aluminum Products from Variform."
- 4. If you are a First-Time Transferee, your transferor must have complied with the above requirements; you must comply with Item 2; and you must also register your ownership of the siding within thirty days following the transfer. You may do this by fully completing and returning to us the Warranty Transfer Registration Card that is attached. We suggest that you keep a copy of this card for your records.
- 5. In the event we choose to repair or replace siding, you may need to identify a qualified installer or assist us in finding one.
- 6. Do not begin repair before you receive written notice from us. Variform reserves the right to review and inspect all claims as deemed necessary. All warranty work must first be approved by us. If we elect to repair or replace rather than make a refund, we will see that the repair and/or replacement work is performed at a mutually agreeable time.

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## **Exhibit D**

------ Original Message ------From: Ply Gem Support <<u>plygem.support@plygeminfo.com</u>> To: Date: June 28, 2017 at 4:04 PM

Subject: Warranty Information



Hello Elizabeth,

We reached out to our warranty department. They told us that they only keep warranties for seven years. For the current warranty on your product, we would need the exact installation year and product.

If we can help you further, please don't hesitate to either reply to this email, or call us at (888) 975-9436 during our business hours of Monday through Friday 8-5 Eastern.

Thanks,

Customer Support

Ply Gem

🚍 SIDING + ACCESSORIES 🚦 WINDOWS 🔛 STONE VENEER 🗰 FENCE + RAIL 🏹 TRIM + MOULDINGS



PLY GEN WINDOWS - MASTIC HOME EXTERIORS - VARIFORM - NAPCO - CELLWOOD - PLY GEN STONE - KRDY - PLY GEN TRIM- HOULDINGS

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## **Exhibit E**



November 14, 2016

**Clement Gazzillo** 

SUBJECT: CLAIM # WCA119474

Dear Clement Gazzillo

Your claim report, sample and photos have been received and reviewed by our Technical Department. It has been determined from this information that no product failure, due to manufacturing, is evident.

The damages exhibited are consistent with that which is caused by an excessive external heat source onto the siding. This can be caused by a reflection from a nearby window or even a window from the neighbor's home, roofing materials, pools, decks, blacktops, or concrete materials.

In order for the siding to melt or distort it would have to reach a temperature of 160 degrees. This problem is listed under the "Exclusions and Limitations" section of your warranty. This is not considered a product failure and therefore not covered by the warranty. We suggest you contact the agent of your homeowner's insurance and discuss your situation with them.

For additional information on reflective sunlight you may visit the Vinyl Siding Institutes site at: https://www.vinylsiding.org/professional/resources/understanding-csr/

Certain steps can be taken to reduce the potential effects of concentrated sunlight. Anything that blocks the path of sunlight, either to the window or between the window and the siding, will eliminate or reduce the problem. This includes the strategic placement of trees, bushes or other landscaping elements and the use of sunshades above windows. Screening applied to windows may reduce the total amount of reflected energy sufficiently to avoid the problem.

We must advise unless you correct the problem, the excessive heat problem it will continue to happen, and could worsen. Please be assured that had your siding exhibited a condition falling within the terms of the warranty, appropriate action would have been taken.

If you have any questions, please contact our office at 800-800-2244. Thank you. Sincerely,

Justin Agin Warranty Technical Service

2600 Grand Boulevard, Suite 900 Kansas City, MO 64108-4630 www.plygem.com



## Solar Reflection and Heat Distortion

Distortion of materials and products due to the concentrated reflection of sunlight from a neighboring surface is infrequent and occurs only with an unusual combination of conditions. In this document, the Vinyl Siding Institute (VSI) has outlined the currently available information related to this phenomenon and its effect on vinyl siding in particular.

## Introduction

- Temperatures necessary to cause significant distortion of vinyl siding are not routinely
  achieved, even when siding is exposed to both direct sunlight and the reflection from
  normal, flat window glass. In cases where distortion has occurred, mechanisms that tend
  to increase the intensity of the reflected sunlight above natural levels are usually found.
- The issue is complex and is affected by product characteristics, environmental and climate factors, and circumstances unique to each occurrence, and is not limited to vinyl siding. Other building materials may suffer blistering or other forms of surface degradation, discoloration, or reduced service life. There are reports that outdoor items such as solar collectors, painted surfaces, wood products, and automobile parts have been damaged by abnormally reflected sunlight. Cases also have been reported in buildings under construction where the weather resistant barrier has been damaged by solar reflection before the cladding was applied. It can be expected that the lifetime of other building materials, including paints, other finishes, and wood products will be adversely affected by long term exposure to high-intensity reflected sunlight.

## **Contributing Factors**

- Insulating glass Low-E windows and vinyl siding bring proven performance and substantial environmental benefits to a home. However, certain unusual combinations of environmental conditions and product characteristics can cause abnormally high temperatures to develop on vinyl siding and other products. The phenomenon is partially the result of desirable innovations in both windows and siding.
- Energy efficient Low-E windows work by reflecting a greater percentage of sunlight, especially in the infrared "heat" wavelengths. Insulating glass units are made of two or more panes of glass that are hermetically sealed at the edge, trapping an insulating layer of air or other gas in between. When the pressure between the panes of glass is different from the atmospheric pressure, the glass is designed to bend slightly. When the glass deflects inward, this creates a concave reflective surface that concentrates the reflected beam of sunlight. Objects in the path of the beam may be subjected to temperatures well in excess of those from normal exposure to the sun.

• The severity of the exposure depends on a number of factors, including climatic conditions and the relative positions of the sun, the window, and the siding or other products; and the size of the window, curvature of the glass and absorption characteristics of the products. Where the conditions come together in a specific manner, siding and other products that are struck by this narrowed beam of sunlight will be at greater risk of being raised to their heat deflection temperatures. It must be emphasized that both the windows and the siding are functioning normally, and that unless a particular combination of environmental circumstances occurs, both products serve their intended purposes without incident.

## **Remediation Strategies**

- The National Association of Home Builders (NAHB) Building Products Issues Committee has conducted a review of the issue. They formed a task group to collect and evaluate available information on the issue and in February 2010 released a report of their findings titled *The Effect of Reflected Sunlight from Low-e and other Double Paned Window Glass on Vinyl Siding*. The NAHB report helps to provide a clear understanding of this issue from a third party and outlines how siding distortion from reflected sunlight might be remedied, or even avoided, in the future.
- Certain steps can be taken to reduce the potential effects of concentrated sunlight. Anything that blocks the path of sunlight, either to the window or between the window and the siding or other products, will eliminate or reduce the problem. This includes the strategic placement of trees, bushes, or other landscaping elements and the use of sunshades above windows. Screening applied to windows may reduce the total amount of reflected energy sufficiently to avoid the problem. Homeowners also can contact the builder, contractor, or manufacturers of the windows and the siding to address their specific situation.

### **Additional Information**

- While the vast majority of vinyl siding is made primarily of polyvinyl chloride (PVC), it can also be made of chlorinated polyvinyl chloride (CPVC), which has a higher softening temperature. However, the formulation and manufacturing of CPVC-based vinyl siding is different from that of PVC-based siding, which means that it that may not function as an appropriate replacement for regular siding in all cases. The higher cost of CPVC siding may also not be justified for the vast majority of homes that are not subject to conditions likely to result in distortion.
- Concentrated sunlight reflected from multiple-pane windows has been found to create temperatures on surfaces well into the mid-200° F range; well above those found under normal environmental conditions. While CPVC has a higher softening temperature, it is not immune to the conditions that can be created by abnormal solar reflection. It has been suggested that CPVC be used in all vinyl siding. CPVC-based siding may be useful for

addressing the circumstances in specific cases, but should not be assumed to be a universal solution.

- Siding made from PVC already meets high quality standards. In fact, vinyl siding is the only exterior cladding with both third-party product certification and certified installer programs, both of which are administered by an accredited, independent quality control agency to ensure that products and colors meet or exceed ASTM standards and that installers demonstrate knowledge of ASTM-accepted application techniques.
- Through the VSI Product Certification Program, certified vinyl siding is verified to meet or exceed ASTM D3679, the standard for vinyl siding quality, in areas such as weathering performance, color, gloss, windload resistance (withstanding wind pressures of at least 110 mph), surface distortion, impact resistance, flammability, heat shrinkage, linear expansion, camber, length, width and thickness.

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## **Exhibit** F

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May 1<sup>st</sup>, 2017

#### Steven Wu



Mr. Wu,

This is a follow up to my inspection of your home at

on Monday April 24<sup>th</sup>, 2017. It is my professional opinion that the vinyl siding on your house is being deformed due to Solar Deflection from your neighbor's windows. Solar Deflection is caused when the sun's rays reflect off of a surface (usually a low-E window) and are focused onto the siding of the neighboring house. This is like focusing the sun's rays with a magnifying glass, it heats up the siding past its melting point and the siding begins to deform as it is too soft to holds its shape. The simplest fix for this problem is to have your neighbor install full screens onto their windows. Here is a link to do some research on Solar Defection <u>https://www.vinylsiding.org/resource-library/understanding-csr/</u> Please let me know if you have any questions.

Thanks,

Ryan Patrick

**Territory Sales Manager** 

Mastic Siding & Accessories

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## Exhibit G



June 01, 2015

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James Rensland

SUBJECT: CLAIM # WCA116361

Dear James Rensland

Your claim report, sample and photos have been received and reviewed by our Technical Department. It has been determined from this information that no product failure, due to manufacturing, is evident.

The damages exhibited are consistent with that which is caused by an excessive external heat source onto the siding. This can be caused by a reflection from a nearby window or even a window from the neighbor's home, roofing materials, pools, decks, blacktops, or concrete materials.

In order for the siding to melt or distort it would have to reach a temperature of 160 degrees. This problem is listed under the "Exclusions and Limitations" section of your warranty. This is not considered a product failure and therefore not covered by the warranty. We suggest you contact the agent of your homeowner's insurance and discuss your situation with them.

For additional information on reflective sunlight you may visit the Vinyl Siding Institutes site at: http://www.vinylsiding.org/ABOUTSIDING/cleanmain/solarandheat/index.asp

Certain steps can be taken to reduce the potential effects of concentrated sunlight. Anything that blocks the path of sunlight, either to the window or between the window and the siding, will eliminate or reduce the problem. This includes the strategic placement of trees, bushes or other landscaping elements and the use of sunshades above windows. Screening applied to windows may reduce the total amount of reflected energy sufficiently to avoid the problem.

We must advise unless you correct the problem, the excessive heat problem it will continue to happen, and could worsen. Please be assured that had your siding exhibited a condition falling within the terms of the warranty, appropriate action would have been taken.

If you have any questions, please contact our office at 800-800-2244. Thank you.

Sincerely,

816- 426-8487

Justin Agin Warranty Technical Service

> 2600 Grand Boulevard, Suite 900 Kansas City, MO 64108-4630 www.plygem.com

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## Exhibit H

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May 22, 2017

Millville by the Sea

SUBJECT: CLAIM # WCV2052

To Whom This May Concern,

Your claim information and photos have been received and reviewed by our Technical Department. It has been determined from this information that no product failure, due to manufacturing, is evident.

The damages exhibited are consistent with that which is caused by an excessive external heat source onto the siding. This can be caused by a reflection from a nearby window or even a window from the neighbor's home, roofing materials, pools, decks, blacktops, or concrete materials.

In order for the siding to melt or distort it would have to reach a temperature of 160 degrees. This problem is listed under the "ITEMS WE ARE NOT RESPONSIBLE FOR" section of your warranty. This is not considered a product failure and therefore not covered by the warranty.

Certain steps can be taken to reduce the potential effects of concentrated sunlight. Anything that blocks the path of sunlight, either to the window or between the window and the siding, will eliminate or reduce the problem. This includes the strategic placement of trees, bushes or other landscaping elements and the use of sunshades above windows. Screening applied to windows may reduce the total amount of reflected energy sufficiently to avoid the problem. Please see the enclosed Vinyl Siding Institute report on Solar Reflection and Heat Distortion.

We must advise you unless you correct the excessive heat problem it will continue to happen, and could worsen. Please be assured that had your siding exhibited a condition falling within the terms of the warranty, appropriate action would have been taken. Please find the following copy of your 2014 warranty and documentation from the Vinyl Siding Institute regarding solar reflection and heat distortion.

Sincerely,

Rebekah Agnitsch Warranty Technical Service

Enclosures

303 W Major St Kearney, MO 64060 www.plygem.com

## VINYL SIDING INSTITUTE



## Solar Reflection and Heat Distortion

Distortion of materials and products due to the concentrated reflection of sunlight from a neighboring surface is infrequent and occurs only with an unusual combination of conditions. In this document, the Vinyl Siding Institute (VSI) has outlined the currently available information related to this phenomenon and its effect on vinyl siding in particular.

### Introduction

- Temperatures necessary to cause significant distortion of vinyl siding are not routinely achieved, even when siding is exposed to both direct sunlight and the reflection from normal, flat window glass. In cases where distortion has occurred, mechanisms that tend to increase the intensity of the reflected sunlight above natural levels are usually found.
- The issue is complex and is affected by product characteristics, environmental and climate factors, and circumstances unique to each occurrence, and is not limited to vinyl siding. Other building materials may suffer blistering or other forms of surface degradation, discoloration, or reduced service life. There are reports that outdoor items such as solar collectors, painted surfaces, wood products, and automobile parts have been damaged by abnormally reflected sunlight. Cases also have been reported in buildings under construction where the weather resistant barrier has been damaged by solar reflection before the cladding was applied. It can be expected that the lifetime of other building materials, including paints, other finishes, and wood products will be adversely affected by long term exposure to high-intensity reflected sunlight.

## **Contributing Factors**

- Insulating glass Low-E windows and vinyl siding bring proven performance and substantial environmental benefits to a home. However, certain unusual combinations of environmental conditions and product characteristics can cause abnormally high temperatures to develop on vinyl siding and other products. The phenomenon is partially the result of desirable innovations in both windows and siding.
- Energy efficient Low-E windows work by reflecting a greater percentage of sunlight, especially in the infrared "heat" wavelengths. Insulating glass units are made of two or more panes of glass that are hermetically sealed at the edge, trapping an insulating layer of air or other gas in between. When the pressure between the panes of glass is different from the atmospheric pressure, the glass is designed to bend slightly. When the glass deflects inward, this creates a concave reflective surface that concentrates the reflected beam of sunlight. Objects in the path of the beam may be subjected to temperatures well in excess of those from normal exposure to the sun.

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The severity of the exposure depends on a number of factors, including climatic conditions and the relative positions of the sun, the window, and the siding or other products: and the size of the window, curvature of the glass and absorption characteristics of the products. Where the conditions come together in a specific manner, siding and other products that are struck by this narrowed beam of sunlight will be at greater risk of being raised to their heat deflection temperatures. It must be emphasized that both the windows and the siding are functioning normally, and that unless a particular combination of environmental circumstances occurs, both products serve their intended purposes without incident.

### **Remediation Strategies**

- The National Association of Home Builders (NAHB) Building Products Issues Committee has conducted a review of the issue. They formed a task group to collect and evaluate available information on the issue and in February 2010 released a report of their findings titled The Effect of Reflected Sunlight from Low-e and other Double Paned Window Glass on Vinyl Siding. The NAHB report helps to provide a clear understanding of this issue from a third party and outlines how siding distortion from reflected sunlight might be remedied, or even avoided, in the future.
- Certain steps can be taken to reduce the potential effects of concentrated sunlight. Anything that blocks the path of sunlight, either to the window or between the window and the siding or other products, will eliminate or reduce the problem. This includes the strategic placement of trees. bushes, or other landscaping elements and the use of sunshades above windows. Screening applied to windows may reduce the total amount of reflected energy sufficiently to avoid the problem. Homeowners also can contact the builder, contractor, or manufacturers of the windows and the siding to address their

## Additional Information

- While the vast majority of vinyl siding is made primarily of polyvinyl chloride (PVC), it can also be made of chlorinated polyvinyl chloride (CPVC), which has a higher softening temperature. However, the formulation and manufacturing of CPVC-based vinyl siding is different from that of PVC-based siding, which means that it that may not function as an appropriate replacement for regular siding in all cases. The higher cost of CPVC siding may also not be justified for the vast majority of homes that are not subject to conditions likely to result in distortion.
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addressing the circumstances in specific cases, but should not be assumed to be a universal solution.

- Siding made from PVC already meets high quality standards. In fact, vinyl siding is the
  only exterior cladding with both third-party product certification and certified installer
  programs, both of which are administered by an accredited, independent quality control
  agency to ensure that products and colors meet or exceed ASTM standards and that
  installers demonstrate knowledge of ASTM-accepted application techniques.
- Through the VSI Product Certification Program, certified vinyl siding is verified to meet or exceed ASTM D3679, the standard for vinyl siding quality, in areas such as weathering performance, color, gloss, windload resistance (withstanding wind pressures of at least 110 mph), surface distortion, impact resistance, flammability, heat shrinkage, linear expansion, camber, length, width and thickness.

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JS 44 (Rev. 06/17)

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 CLEMENT GAZZILLO, S BARBARA MORRIS, on t			situated,	<b>DEFENDANTS</b> PLY GEM INDUSTR INC., d/b/a "PLY GEM	IES, INC. d/b/a "PLY GEM" a	and PLY GEM HOLDINGS,	
(b) County of Residence of First Listed Plaintiff <u>Schenectady County, N</u> (EXCEPT IN U.S. PLAINTIFF CASES)			NY	County of Residence of First Listed Defendant <u>Wake County, NC</u> (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.			
(c) Attorneys (Firm Name, A Dreyer Boyajian LLP, 75 C (518) 463-7784				Attorneys (If Known)			
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)	III. CI	TIZENSHIP OF P	RINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff	
□ 1 U.S. Government Plaintiff	nent G 3 Federal Question (U.S. Government Not a Party)		(For Diversity Cases Only)     and One Box for Defendant)       PTF     DEF     PTF     DEF       Citizen of This State     X 1     □     1     Incorporated or Principal Place     □     4     □     4       of Business In This State      □     1     Incorporated or Principal Place     □     4				
2 U.S. Government Defendant				Citizen of Another State Citizen or Subject of a Citizen of Subject of Subje			
				reign Country	C C		
IV. NATURE OF SUIT		aly) DRTS	FC	ORFEITURE/PENALTY	Click here for: Nature	of Suit Code Descriptions. OTHER STATUTES	
<ul> <li>110 Insurance</li> <li>120 Marine</li> <li>130 Miller Act</li> <li>140 Negotiable Instrument</li> <li>150 Recovery of Overpayment &amp; Enforcement of Judgment</li> <li>151 Medicare Act</li> <li>152 Recovery of Defaulted Student Loans (Excludes Veterans)</li> <li>153 Recovery of Overpayment of Veteran's Benefits</li> <li>160 Stockholders' Suits</li> <li>190 Other Contract</li> <li>195 Contract Product Liability</li> <li>196 Franchise</li> </ul> <b>REAL PROPERTY</b> <ul> <li>210 Land Condemnation</li> <li>220 Foreclosure</li> <li>230 Rent Lease &amp; Ejectment</li> <li>245 Tort Product Liability</li> <li>290 All Other Real Property</li> </ul>	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice <b>CIVIL RIGHTS</b> 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 448 Education 448 Education	PERSONAL INJUR         365 Personal Injury -         Product Liability         367 Health Care/         Pharmaceutical         Personal Injury         Product Liability         368 Asbestos Personal         Injury Product Liability         370 Other Fraud         371 Truth in Lending         385 Property Damage         385 Property Damage         PRISONER PETITIO         Habeas Corpus:         463 Alien Detainee         510 Motions to Vacata         Sato General         535 Death Penalty         Other:         540 Mandamus & Oth         555 Prison Condition         560 Civil Detainee -         Conditions of Confinement	X 0 62 0 69 1 71 0 71 0 72 0 74 75 NS 0 79 0 79 0 46	5 Drug Related Seizure of Property 21 USC 881 0 Other 0 Fair Labor Standards Act 0 Labor/Management Relations 0 Railway Labor Act 1 Family and Medical Leave Act 0 Other Labor Litigation 1 Employee Retirement Income Security Act 1 MMIGRATION 2 Naturalization Application 5 Other Immigration Actions	<ul> <li>422 Appeal 28 USC 158</li> <li>423 Withdrawal 28 USC 157</li> <li>PROPERTY RIGHTS</li> <li>820 Copyrights</li> <li>830 Patent</li> <li>835 Patent - Abbreviated New Drug Application</li> <li>840 Trademark</li> <li>SOCIAL SECURITY</li> <li>861 HIA (1395ff)</li> <li>862 Black Lung (923)</li> <li>863 DIWC/DIWW (405(g))</li> <li>864 SSID Title XVI</li> <li>865 RSI (405(g))</li> <li>FEDERAL TAX SUITS</li> <li>870 Taxes (U.S. Plaintiff or Defendant)</li> <li>871 IRS—Third Party 26 USC 7609</li> </ul>	OTHER STATUTES         375 False Claims Act         376 Qui Tam (31 USC 3729(a))         400 State Reapportionment         410 Antitrust         430 Banks and Banking         450 Commerce         460 Deportation         470 Racketeer Influenced and Corrupt Organizations         480 Consumer Credit         490 Cable/Sat TV         850 Securities/Commodities/Exchange         890 Other Statutory Actions         891 Agricultural Acts         893 Environmental Matters         895 Freedom of Information Act         896 Arbitration         899 Administrative Procedure Act/Review or Appeal of Agency Decision         950 Constitutionality of State Statutes	
	moved from $\Box$ 3	Remanded from Appellate Court	□ 4 Rein Reop	1	er District Litigation		
VI. CAUSE OF ACTIO	<b>DN</b> 28 U.S.C. 1332 Brief description of ca	use:	_	Do not cite jurisdictional sta	,	restitution	
VII. REQUESTED IN COMPLAINT:	UNDER RULE 2	IS A <b>CLASS ACTION</b> 3, F.R.Cv.P.		EMAND \$ ,000,000.00	CHECK YES only JURY DEMAND	if demanded in complaint: : X Yes □No	
VIII. RELATED CASH IF ANY	<b>E(S)</b> (See instructions):	JUDGE			DOCKET NUMBER		
DATE		SIGNATURE OF AT s/ James R. Pelu		OF RECORD			
FOR OFFICE USE ONLY 0206-4145984 RECEIPT # AN	10UNT \$400.00	APPLYING IFP	Case No		MAD MAG. JUI	DGE CFH	

## **ClassAction.org**

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: <u>Ply Gem Siding Defective Under Normal Conditions, Lawsuit Says</u>