



WARRANTY

FILLABLE WARRANTY FORM

Welcome to the industry leading warranty provided by Armour Side Inc! There are a number of things to keep in mind when using this form:

- **You MUST download the form to your desktop or device before filling it out.**
Some of the form's features do not work when filling out in your browser (Chrome, Firefox, etc.)
- This form may not be fillable on some PDF readers or devices. It is highly recommended that you install and use the very reliable Adobe Acrobat Reader.
- This Warranty form is only valid for Canadian & U.S.A. orders from Armour Side INC.

If, for whatever reason, the warranty form cannot be completed digitally, you can print the form and enter your order information manually with pen or pencil, then scan or photograph the document and email it to info@armourside.com or direct mail it to:

**12603 - 123 Street,
Edmonton, Alberta,
Canada,
T5L 0H9**

If you have any further questions or concerns, please feel free to contact us at info@armourside.com or **1.833.540.0589**

Thank you for choosing Armour Side!



We thank you for your choice to purchase our products and welcome you! We take great pride in Armour Side and are dedicated to providing our customers with beautiful products that will last.

Stay in touch and let us see some pictures of your cool projects info@armourside.com

SALES ORDER #: _____ **ORIGINAL P.O #:** _____

WARRANTS TO;

CUSTOMER NAME: _____

Please Enter the name that's registering the warranty whether it is a Business, Representative or Final Owner

PHONE: _____ **CELL:** _____

EMAIL: _____

ADDRESS: _____

CITY: _____ **PROVINCE/STATE:** _____

POSTAL CODE/ZIP: _____ **COUNTRY:** _____

DATE PRODUCT WAS RECEIVED BY CUSTOMER: _____

DATE(S) PRODUCT WAS INSTALLED: _____

DESCRIPTION OF LUX MATERIAL USED: _____

NAME OF CONTRACTOR/INSTALLER: _____

CONTRACTOR/INSTALLER CONTACT INFORMATION: _____

SALES CONTACT: _____

PROJECT ADDRESS: _____

(this information is required for the warranty to take effect.)

CITY: _____ **PROVINCE/STATE:** _____

POSTAL CODE/ ZIP: _____ **COUNTRY:** _____

NAME OF PROJECT IF APPLICABLE: _____

SPECIAL INSTRUCTIONS & COMMENTS: _____



A R M O U R S I D E

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS OF THE ARMOUR SIDE INC. PRODUCT AND COATING WARRANTY ATTACHED TO THIS FORM. I ALSO ACKNOWLEDGE THAT I UNDERSTAND AND AGREE WITH MY RESPONSIBILITIES UNDER THE WARRANTY.

CUSTOMER NAME

SIGNATURE

DATE

DULY AUTHORIZED ON BEHALF OF ARMOUR SIDE INC.

DATE

ARMOUR SIDE INC.

40 Year Coating Limited Warranty



1. LIMITED WARRANTY

1.1 This Limited Warranty ("Warranty") is issued by LUX Architectural Products Inc. ("Armour Side"), to the customer identified on the fillable warranty form ("Warranty Form"), being the owner of the property where the Product is being installed ("Customer"). This Warranty applies to Armour Side cladding, soffit, trim and finishing products identified in Section 3 (the "Products") and to the Unistone SMP paint and coatings ("Coatings") applied to Products sold by Armour Side and installed in Canada, the continental United States including Alaska but excluding Hawaii, subject to the terms, conditions and limitations below.

1.2 Armour Side warrants that Products and Coatings will conform to the standards set out in Section 2 and Section 3 of this Warranty, subject to the terms, conditions and exclusions contained in this Warranty.

IMPORTANT:

1.3 To qualify for the Warranty, the Customer must complete the Warranty Form and submit it to Armour Side at the address indicated on the Warranty Form within 30 days of the completed installation of the Product.

1.4 The Warranty is conditional on the Customer submitting the Warranty Form to Armour Side within 30 days of Product installation and on Armour Side's authorization signature, at the sole discretion of Armour Side, on the Warranty Form. Upon authorization by Armour Side, a fully executed copy of the Warranty Form will be provided to the Customer. The Customer's failure to submit the Warranty Form within a period of 30 days of Product installation will terminate eligibility for the Warranty. If the Product is not installed within 6 months from the date of purchase, the limited Warranty automatically becomes void. The Customer shall provide Armour Side with reasonable proof of product installation on request from Armour Side.

2. COATING WARRANTY

2.1 This Warranty as it applies to Coatings is a "coating integrity" warranty only and does not cover events or environmental circumstances that Armour Side determines, in its absolute and sole discretion, negatively impact the performance of the Product on which the Coatings are applied.

2.2 Subject to the provisions of this Warranty, Armour Side warrants that for a period of 40 years from the date of purchase of the Product (the "Coating Warranty Period"), there will be:

- a. No visible flaking, checking, cracking or peeling (loss of adhesion) of the Coating, except for such slight crazing on the clear coat as may occur on tightly roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted sheet or coil (without loss of adhesion of the film to the substrate in these areas) and which is accepted in the industry as standard. Such crazing on the clear coat shall not constitute a basis for a claim under this limited Warranty.
- b. The Coatings are covered by a #8 AE rating for chalk, and #5 AE units fade for a period of 25 years from installation.

2.3 Due to the increased sun exposure in locations north of the 57th parallel, our Products and Coatings may experience increased weathering and UV exposure as latitudes rise which can be a factor in the durability of the Coatings. To combat the effects of increased UV exposure, Armour Side uses Coatings on its Products which are among the most UV-resistant finishes in the world. Consequently, Armour Side will honour this Warranty for Products installed north of the 57th parallel subject to the following:

An increase of 10% colour degradation per latitude north of the 57th parallel shall be considered acceptable and shall be excluded from this Warranty. For example, from the 60th parallel to the 61st parallel, an increase of 40% of wear beyond the outlined parameters of the standard Warranty would be considered acceptable and would not constitute a defect or failure

eligible for a Warranty claim.



The manufacturer's liability under this warranty is limited to the original cost of purchase of the panels. The warranty will be satisfied, at the Manufacturer's option:

- a. by the provision of a replacement product from the Manufacturer's product inventory, that the Manufacturer deems to be equivalent to the original product purchased. The Manufacturer shall not be liable for the cost of removing and disposing the original product, or the cost of installing the replacement product; or
- b. by refunding a portion of the original purchase price based on the following formula:
 - i. 100% upon proven failure of the coating finish through years 1 – 5 after date of purchase;
 - ii. 80% upon proven failure of the coating finish during years 6 – 15 after date of purchase; and
 - iii. A decreasing percentage of the original purchase price determined by multiplying by the number of years remaining from the date of a claim to the end of the warranty coverage period, divided by the applicable warranty coverage period, after year 15.

3. TERMS AND CONDITIONS

3.1 The Coating Warranty Period and Product Warranty Period are conditional upon the Customer completing and submitting the Warranty Form (above) to Armour Side and the subsequent verification by an authorized Armour Side representative.

Failure to submit the Warranty Form within 30 days of the date of installation or failure to install the Product within 6 months of the date of purchase renders this Warranty null and void.

3.2 This Warranty is transferable by the original Customer to a subsequent owner of the property where the Product is installed; provided that the Customer completes and submits to Armour Side for authorization proof of purchase by the original owner and a complete maintenance record for the Product. The subsequent owner agrees to be bound by the terms and conditions of the Warranty as agreed to by the original Customer, and as amended from time to time. All Warranty transfers can only be considered valid and honored if proof of purchase and maintenance records are received by Armour Side no later than 30 days from the date the new owner takes possession of the property from the original Customer. Upon transfer, the Warranty will continue based on the original date of purchase and original Warranty Period.

3.3 This Warranty is subject to the following exclusions and limitations, which shall void this Warranty, as determined by Armour Side at its sole and absolute discretion:

- a. Damage to the Product or Coating resulting from improper installation or from installation of damaged Product.
- b. Damage or contamination to the Coating or Product after the Product is shipped by Armour Side, including but not limited to damage arising from accidental contact, mechanical, chemical or improper handling (mechanically or by hand) of the Product sustained during shipping, storage, processing or during or after installation.
- c. It is the responsibility of the Customer and its contractor or installer of the Product to ensure that the Product is being hung straight to avoid deflection and oil-canning of the Product.

Adjustments to the substrate including but not limited to shimming, planning or adjusting furring must be completed by the installer prior to installation. Improper installation of the Product on an uneven surface shall render this Warranty null and void.

- d. Armour Side is not responsible for batch sensitive shifts in colour or finish of Products that may arise from multiple separate Product orders for the same project placed at different times and resulting in Products coming from different production batches.
- e. Damage to the Coating or Product caused by differences in the insulation quality and exposure to excessive moisture where the Product is installed.
- f. Customer or installer's failure to remove debris from overlaps and all other surfaces of the Product.



- g. Deterioration to the Coating or Product caused directly or indirectly by contact with fasteners not recommended for the Product in the Armour Side installation manual.
- h. Damage to the Coating or Product caused by exposure to animals or animal waste or prolonged contact with vegetation, dirt or gravel.
- i. Edge corrosion to the Product due to improper cutting, handling or installation of the Product. Recommended installation methods are outlined in the Armour Side installation manual.
- j. Coating and Products exposed to direct contact with water transiting lead, copper or any abrasive or discolouring materials.
- k. Mishandling of the Product, including but not limited to abuse, alteration, modification, and improper use.
- l. Damage or conditions at the areas where materials or items are affixed or otherwise attached to the Product, including but not limited to snow guards or solar panels.
- m. Damage occurring due to uneven substrates, poor substrate condition, or over-tightening of fasteners (preventing the Product from floating freely over substrate variations and allowing for expansion and contraction).
- n. Color variation that occurs as a direct result of normal coating process. The Product is designed to appear as real wood with varying textures and highlights. Some color and image inconsistencies will occur. This is an intentional part of the emulation of woodgrain. Textured, metallic and other Coatings will be consistent in accordance with the design of the coated surface.
- o. Armour Side Coatings or Products exposed to atmospheres with corrosive or aggressive conditions, including but not limited to chemical fumes and heavy salt wash from breaking surf or other corrosive elements.
- p. Damage or corrosion from breaking surf or failure to comply with the maintenance instructions in Section 8. Armour Side will honor the Product Warranty in coastal environments (not including breaking surf or submerged Product) if the Armour Side maintenance instructions set out in Section 8 of this Warranty are followed and documentation, including photographic evidence if necessary, is provided.
- q. If the Customer is uncertain whether an installation will be covered under this Warranty, they must notify Armour Side prior to design or implementation. Armour Side may then evaluate the installation site and building type before providing specific Warranty coverage in writing. All decisions regarding the existence of conditions affecting this limited Warranty will be made by Armour Side at its sole and absolute discretion and will be final and binding on all parties.
- r. In the event of damage or failure caused by acts of God or force majeure, including but not limited to falling objects, external force, explosion, flood, tsunami, earthquake, hurricane, tornado, cyclone, gale, fire, ice, winds, hail, lightning, or other extreme weather, riots, civil unrest, acts of war, vandalism, misuse, physical abuse, riot, insurrection, civil disorder, terrorist acts or other such similar or dissimilar occurrences beyond Armour Side's control, this Warranty shall be rendered null and void.
- s. Armour Side shall not be held liable for any actions, claims, causes of action, fines, penalties, costs, expenses, damages, or demands of any nature, including without limitation any damage, injury, or death arising from or caused by installation of the Product, site conditions, or extreme weather.

3.4 All implied warranties which may arise by implication of law or application of course of dealing or usage of trade—including but not limited to implied warranties of merchantability or fitness for a particular purpose are expressly excluded.

4. GENERAL

4.1 This Warranty, represents the entire agreement between parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. In the event of any inconsistency between the terms and conditions in the body of this Warranty and any documents referred to herein, including, but not limited to the installation manuals, Warranty Forms, Warranty Transfer Document or other forms or technical standards, this Warranty shall prevail.

4.2 No person is authorized to make any representation or warranty on behalf of Armour Side except as expressly set forth above, and any such statement shall not be binding on Armour Side except as expressly set forth above. Armour Side makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability

or fitness for a particular purpose. The Coating Warranty and/or the Product Warranty Period may be diminished to such shorter duration as provided under applicable local law. Nothing in this Warranty shall be construed as a warranty of the workmanship of any installer or as imposing on Armour Side any liability for unsatisfactory performance.



4.3 Neither Armour Side nor its representatives shall have any liability to Customer for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, shutdown or slowdown costs, inconvenience, lost business opportunities, damage to goodwill or reputation, or other economic loss, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen. In no event shall the liability of Armour Side and its representatives exceed the purchase price for the Products paid by the Customer.

4.4 Armour Side reserves the right to terminate this Warranty at any time excluding all warranties that had previously been signed and authorized by Armour Side. Previously signed and authorized warranties shall be honored under the terms of the original agreement as between Armour Side and the Customer.

4.5 Armour Side reserves the right to discontinue or change any Products or Coatings as manufactured. If the Products originally installed are no longer available and Armour Side determines to replace the Defective Products, Armour Side reserves the right to substitute Products of equal quality.

4.6 If any term or provision of this Warranty is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5. CLAIMS PROCEDURE

5.1 If, during the Warranty Period, the Coating or Product does not meet the criteria of Sections 2 and 3 (a "Defective Product"), respectively, Armour Side will, in its sole discretion, replace the Defective Product or a portion thereof utilizing such normal materials, methods and workmanship as are required to meet the Product or Coating criteria of Sections 2 and 3; provided that if, in Armour Side's sole opinion, it is not commercially practical to replace the Product under this Warranty, Armour Side will as the sole exclusive remedy, refund an amount up to the Customer's original purchase price of the Defective Product. Armour Side reimbursement for or replacement of the Defective Product in this Warranty is the exclusive remedy for any defect in materials or workmanship.

Under no conditions will Armour Side refund or pay any costs in connection with labor or accessory materials.

5.2 Claims must be made in writing to Armour Side at within 30 days of discovery of suspected breach of this Warranty or failure of Products or Coatings. Armour Side's authorization must be obtained prior to beginning any repairs. Claims may be made by email to Armour Side at the Product Performance Department (info@armourside.com). Upon receipt of a Warranty claim, Armour Side must be given a reasonable opportunity to inspect and verify the claim.

5.3 Additional claim procedure and process:

- a. The claimant must provide proof of Warranty coverage including a completed, signed and authorized Warranty Form along with a documentary proof of purchase of the Products. If the claimant is not the original Customer, the Warranty Transfer Form with Armour Side's authorization must be included with the claim.
- b. Customer agrees to provide Armour Side or its representatives, agents, or assigns access to Products for inspection as requested.
- c. Customer shall make available to Armour Side the maintenance records, including details of washing and cleaning procedures in compliance with the annual cleaning requirements as outlined in the maintenance instructions in Section 8.
- d. Customers shall demonstrate the failure of the Product was due to a breach of the Warranty stated herein. Armour Side

reserves the right to determine at its sole and absolute discretion, whether the failure of a Product or Coating was due to the breach of this Warranty.

e. The Warranty of any repaired or replaced Product supplied hereunder shall be for the remainder of the Warranty period applicable to the original Product.

f. Color variance between the Coating on a replacement Product and the original Product shall not be indicative of a defect.



5.4 Replacement Products shall be subject to the initial Coating Warranty Period and Product Warranty Period calculated from the initial date of purchase of the Products.

6. GOVERNING LAW, CHOICE OF FORUM

6.1 This Warranty shall be deemed to have been made, executed and delivered in the Province of Alberta and shall be governed by and enforced in accordance with the laws of the Province of Alberta.

6.2 This Warranty and any sales of the Product or Coating by Armour Side to the Customer shall be interpreted, governed and enforced in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein.

6.3 Any disputes arising under or pursuant to the matters contemplated by this Warranty, at Armour Side election, shall be resolved by arbitration or legal process in Edmonton, Alberta. The parties agree the Courts of Alberta shall have exclusive jurisdiction over such disputes. The parties hereby consent to service, jurisdiction and venue of such authorities and courts and waive any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise. The Customer agrees that any findings made by a court or arbitrator pursuant to this section shall be given full faith and recognition in its resident country or in any other non-Canadian jurisdiction. Each party shall be solely responsible for its own legal fees and costs up to the extent allowed by law.

6.4 The parties agreed that this Warranty shall be drawn up in English. Les parties ont convenu que la présente entente soit rédigée en anglais.

7. MAINTENANCE INSTRUCTIONS

7.1 While Armour Side Unistone SMP factory-applied Coatings are durable, it is recommended to clean them thoroughly on a routine basis. Additionally, Products installed on buildings located near any sort of airborne or waterborne contaminants, including salt spray, require a regular maintenance schedule to abide by the parameters of the Warranty.

7.2 Washing of Products must be done at least once every 6 months in coastal areas where marine salt spray is prevalent and in areas where high levels of industrial airborne contamination or fallout may occur. For accumulations of light wind-borne salty deposits on Products, washing of Products must be done at least once every 4 months.

7.3 The Customer must maintain an accurate project record including, but not limited to: design drawings or specifications, Product installer/contractor information and a documented maintenance schedule. The maintenance schedule must include the date(s) and scope of maintenance. Images before and after maintenance are required.

7.4 Product maintenance must include, but is not limited to:

- a. The removal of any vegetation, debris, or standing water accumulating around the Product or Coating.
- b. Checking for any blockage in drainage flow and removal of debris from the Product or Coating. If sealants were used in the installation, confirm they are not deteriorating and will continually maintain their seal.
- c. Checking for damage incurred by vandalism, weather or other means and have any damage repaired by your installer or

contractor. Documentation of the damage and repair must be kept to be provided to Armour Side in the case of a future Warranty claim.



7.5 Mild solutions of detergents or household ammonia will aid in the removal of dirt from the Product. The following are recommended levels:

- a. One cup of detergent which contains less than 0.5% phosphate, dissolved into five gallons of warm water. (NOTE: The use of detergents containing greater than 0.5% phosphate is not recommended for use in general cleaning of building panels. NEVER MIX CLEANSERS AND BLEACH PRODUCTS).
- b. One cup of household ammonia dissolved into five gallons of water. Best results with room-temperature water.

Using either solution and working from the top to the bottom of the panels, scrub with cloth, sponge, brush (with soft bristles), or a low pressure spray washer to clean the surface. Application and washing should be gentle to prevent damage. The use of scouring powders or industrial solvents could damage the surface. If used, the Coating and Product Warranty are null and void. Solvent containing cleaners are effective and can be used. Ensure the surface is thoroughly rinsed with clean water after washing to remove traces of detergent. Before using the cleaning the Product, the Customer shall conduct a spot test on an inconspicuous area of the Product to ensure compatibility and prevent potential damage to the Product or Coatings. While using cleaning solutions, the Customer shall follow proper safety precautions and wear appropriate personal protective equipment (PPE).

7.6 Product areas where bare metal is exposed, such as scratches, are susceptible to rust and must be painted with touch-up paint. Raw edges in breaking surf may be maintained by applying a marine grade coloured or clear paint. This technique will aid the Product in maintaining its consistency throughout its life-cycle.

7.7 Accumulations of light wind-borne salty deposits on Products may be readily removed by a gentle hosing with clean water. The regular cleaning of surfaces by hosing or light pressure washing aids to prevent the settling of localized areas where accelerated corrosion might occur. Photographs of the affected area prior to and following the cleaning process is required to remain in compliance with the express terms of this Warranty.

7.8 Failure to maintain Products in accordance with this section 8 will render this Warranty voidable at the sole discretion of Armour Side.

7.9 The Customer hereby releases Armour Side from any and all claims, complaints, demands, actions, damages, and causes of action for property damage (including damage to the Product or Coatings), bodily injury and death arising from or related to the installation, maintenance or cleaning of the Products and Coatings.



A R M O U R S I D E

info@armourside.com

1.833.540.0589