

# TandoShake<sup>TM</sup> TandoStone<sup>TM</sup> Product Warranties

## Tando Building Products: *50-Year Performance Plus Warranty*

Our Products were created to help homeowners spend more time enjoying their homes and less time – and money – repairing and maintaining them – delivering all of the aesthetic impact of natural stone and shake with low-maintenance. For this reason, our Products are backed by a 50-Year Performance Plus Warranty. We warrant to the homeowner that all Products are free from manufacturing defects in material and workmanship if installed according to our specifications.

Our Products will keep your home looking like new and protected from the environment for years to come. If you decide to sell your home, the 50-Year Performance Plus Warranty is transferable to the new owner.

### **Transferability of Warranties:**

This Warranty has a 50-Year coverage so long as the original property owner is a person who lives in and owns the single-family home on which the Products were originally installed. The original property owner of a single-family home receives 100% non-prorated warranty coverage.

The Warranty can only be transferred once by an original homeowner to an immediate subsequent homeowner and the term of the Warranty then becomes prorated. The Warranty is not otherwise transferrable. Please visit [www.tandobp.com](http://www.tandobp.com) for Warranty details regarding subsequent homeowner and commercial owner proration schedule.

Should our Product need to be repaired or replaced within the terms of the Warranty, we will extend the Warranty to include the repaired or replaced product through the balance of the original Warranty period.

### **Warranty Claims Process:**

When filing a Warranty claim, please provide a written description of the claimed manufacturing defect of the Products and include original proof of purchase within 30-days of noticing any defect to:

[warrantyclaims@derbybp.com](mailto:warrantyclaims@derbybp.com) or by mail to Derby Building Products Inc., 160, rue des Grands-Lacs, St-Augustin-de-Desmaures, QC, G3A 2K1.

Thank you for your purchase of Tando Building Products (the “Products”) from Derby Building Products Inc. (“Derby”). Our Products are manufactured in accordance with high standards and subject to customary manufacturing quality controls. For more information about our complete line of Products, please visit [www.tandobp.com](http://www.tandobp.com).

The Warranty is effective for Products purchased after 7/1/2017.

# TandoShake™ TandoStone™ Product Warranties

## Subsequent Homeowner and Commercial Owner Proration Schedule:

Subsequent Homeowner and Commercial Owner shall have a prorated warranty per the coverage chart below.

Years Since Installation	Percentage of Coverage
0-5 years	100%
More than 5 years and less than 7 years	90%
More than 7 years and less than 8 years	80%
More than 8 years and less than 9 years	70%
More than 9 years and less than 10 years	60%
More than 10 years and less than 11 years	50%
More than 11 years and less than 12 years	40%
More than 12 years and less than 13 years	30%
More than 13 years and less than 14 years	20%
More than 14 years and less than 50 years	10%

## Limitations to the Warranty:

The Warranty does not provide protection against any damage caused by events beyond normal weathering conditions (defined below), including but not limited to:

- Misuse, negligence or improper installation
- Failure to provide reasonable maintenance to prevent accumulation of dirt, mildew, staining materials, pollution, exposure to chemical products or incompatible cleaners
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides, metallic particles, sand and salt), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements;
- Alterations like applying incompatible coatings, stains or varnishes (see technical information for compatible coatings, if any)
- Improper handling or storage of Product

Thank you for your purchase of Tando Building Products (the “Products”) from Derby Building Products Inc. (“Derby”). Our Products are manufactured in accordance with high standards and subject to customary manufacturing quality controls. For more information about our complete line of Products, please visit [www.tandobp.com](http://www.tandobp.com).

The Warranty is effective for Products purchased after 7/1/2017.

# TandoShake™ TandoStone™ Product Warranties

- Damage caused by vegetation growth or coverage, non-uniform color change as a result of unequal exposure to sunlight.
- Defects in the wall structure (materials or construction) on which Products are installed which cause failure, such as movement, cracking or settling of the wall, foundation or building
- Deformation caused by heat sources including but not limited to grills, fire pits, foil sheathing, low e-glass windows and low e-glass doors
- Damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, hail, tornado or other casualty or act of God;
- Product installed in an application other than a 90 Degree angle from the floor/ground surface.
- Replacement/repaired section resulting in a gloss difference due to normal weathering process.

Normal Weathering is defined as exposure to ultraviolet sun light and extremes of weather and atmosphere, which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of the property and other local conditions over which Derby has no control. Derby shall determine, at its discretion, whether the siding is suffering from abnormal weathering (which is not covered by warranty). This conclusion shall be based on whether the products evidence a change in color in excess of the CIElab Units (Hunter) as calculated according to ASTM D2244, as outlined in the chart herein. Product(s) must have been exposed to the same weathering conditions and not partially covered by other materials such as shutters, awnings, porticos or other materials.

Colors or Color Types	Years	Normal Delta E	Proration Schedule
Solid	10	4	100%
Natural Series & TandoStone	7	7	0-4 Yrs. = 100% 5 Yrs. = 80% 6-7 Yrs. = 60%

Thank you for your purchase of Tando Building Products (the “Products”) from Derby Building Products Inc. (“Derby”). Our Products are manufactured in accordance with high standards and subject to customary manufacturing quality controls. For more information about our complete line of Products, please visit [www.tandobp.com](http://www.tandobp.com).

The Warranty is effective for Products purchased after 7/1/2017.

# TandoShake<sup>TM</sup> TandoStone<sup>TM</sup> Product Warranties

## Warranty Claims Process:

When filing a Warranty claim, please provide a written description of the claimed manufacturing defect of the Products and include original proof of purchase within 30-days of noticing any defect to:

[warrantyclaims@derbybp.com](mailto:warrantyclaims@derbybp.com) or by mail to Derby Building Products Inc., 160, rue des Grands-Lacs, St-Augustin-de-Desmaures, QC, G3A 2K1.

Derby will contact you if any additional evidence and/or information is necessary to process the Warranty claim. Depending upon the specifics of the claim, it may be necessary to send a sample of the suspect product. Derby will analyze the material claimed to be defective and determine the validity of the claim. Derby may also, at its expense, delegate one of its representatives to inspect the Products on-site.

## Warranty Assignment Process:

In the case where the Warranty is assignable, you (and any subsequent owner of the building on which the products are installed, if applicable) can transfer this Warranty by sending to Derby a notice within a period of 60-days from the date of the transfer of ownership. The notice must include the Warranty registration number, the address of the property, the name and mailing address (if different), the name of the new owner of the property and the date of the transfer. The notice must be sent to Derby Building Products Inc., warranty service registration, 160 des Grands-Lacs, Saint-Augustin-de-Desmaures (Québec) G3A 2K1. Please keep your proof of purchase as it will be required if you ever submit a Warranty claim.

## Use and Care:

The Products are manufactured from durable material and are low maintenance. **Please refer to our website [www.Tandobp.com](http://www.Tandobp.com) for the best way to maintain the Products.**

Thank you for your purchase of Tando Building Products (the "Products") from Derby Building Products Inc. ("Derby"). Our Products are manufactured in accordance with high standards and subject to customary manufacturing quality controls. For more information about our complete line of Products, please visit [www.tandobp.com](http://www.tandobp.com).

The Warranty is effective for Products purchased after 7/1/2017.

# TandoShake<sup>TM</sup> TandoStone<sup>TM</sup> Product Warranties

## **Exclusive Warranty**

THIS WARRANTY IS YOUR ONLY WARRANTY AND REPLACES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THERE ARE NO WARRANTIES ON THE PRODUCTS OTHER THAN AS SET FORTH IN THE WARRANTY. DERBY IS 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. THIS IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. DERBY HAS NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE WARRANTY. DERBY ASSUMES NO RESPONSIBILITY THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS WARRANTY.

IN NO EVENT WILL DERBY'S LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT EXCEED THE PURCHASE PRICE THEREOF.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS DEPENDING ON YOUR PLACE OF RESIDENCE. IF YOUR PLACE OF RESIDENCE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXCLUSIONS OR LIMITATIONS ABOVE OR PART OF THEM MAY NOT APPLY TO YOU.

Thank you for your purchase of Tando Building Products (the "Products") from Derby Building Products Inc. ("Derby"). Our Products are manufactured in accordance with high standards and subject to customary manufacturing quality controls. For more information about our complete line of Products, please visit [www.tandobp.com](http://www.tandobp.com).

The Warranty is effective for Products purchased after 7/1/2017.