



"Your Local Window, Gutter, Roofing & Siding Experts"

## 30-Year Residential Siding Warranty

This warranty is provided by Superior Siding in partnership with James Hardie for the installation and workmanship of James Hardie Siding Products on the property where they were installed. This warranty is valid for:

30 Years from the date of installation. This warranty covers:

- **Product Defects** such as cracking, rotting, or delamination of the siding under normal use.
- **Finish** 15-year finish warranty covering peeling, cracking, and chipping to the paint.
- **Installation** errors such as loose or falling siding and improper sealing and installation as described in the install manual.
- **Hail Damage, Termites and Wood Peckers**

### Exclusions

This warranty does not cover damage or defects caused by:

- **Natural Disasters/Act of God** Tornadoes, Hurricanes, Floods, Earthquakes and Fires.
- **Vandalism or Accidental Damage**
- **Alterations** or repairs made to the siding by anyone other than Superior Siding.
- **Normal wear and tear**, Mild fading, usual aging, minor cracking, minor chipping.
- **Replacement** of siding. As this is extreme tampering.
- **Non Payment** made to Superior Siding after installation of siding.
- **Water damage** occurred from other areas of the home not including siding or other exterior components installed by Superior Siding.

### Transferability

This 30 year warranty is transferable to a new homeowner if the property is sold during the warranty period. To transfer the warranty at no cost, the new homeowner must notify Superior Siding in writing within 60 days of the sale. Transfer paperwork will be provided. Failure to notify Superior Siding within 60 days will void the warranty.

### Warranty Activation

This warranty will be activated on the date below or the date of installation of the James Hardie siding, whichever is earlier. The homeowner agrees to keep Superior Siding informed of any significant changes to the property and contact details for the homeowner.

### How to Submit a Warranty Claim

Visit our website at [Superiorsidinginc.com](http://Superiorsidinginc.com) and fill out one of our warranty forms in our warranty section, or email us at [warranty@superiorsidinginc.com](mailto:warranty@superiorsidinginc.com) and we will walk you through the process and get the bit of information we need.

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Approval Signature \_\_\_\_\_

This limited warranty ("Warranty") is provided by Superior Siding, Inc. ("Superior") in conjunction with the "Products" warranties provided by James Hardie Building Products, Inc. ("Hardie") as set forth in the Express Limited Product Warranty and the Express Limited Finish Warranty ("Hardie Warranties").

**Warranty.** Subject to the terms and conditions of the Hardie Warranties and the terms and conditions herein, Superior agrees to provide labor and accessory materials for installation of replacement Products at no cost to the owner when Hardie replaces its Product pursuant to the Hardie Warranties. Superior shall have no obligation to pay for labor or accessory materials when Hardie issues a refund in lieu of replacement Products. In addition, Superior agrees to correct installation errors resulting from the failure to follow the Hardie installation instructions and applicable building codes.

**Limitations.** This Warranty does not cover and is limited to the same extent as the Hardie Warranties, except, Superior agrees to correct installation errors resulting from the failure to follow the Hardie installation instructions and applicable building codes.

**Transferability.** This Warranty is transferable to the same extent as the Hardie Warranties if the property is sold during the Warranty period and the new owner notifies Superior in writing within sixty (60) days of the sale. Transfer paperwork will be provided upon request.

**Voiding.** This Warranty will be void and Superior shall have no obligation under the following circumstances:

1. Failure to comply with the terms of the Hardie Warranties;
2. Alterations to the Product by anyone other than Superior;
3. Failure to pay Superior all amounts due under the contract; and,
4. Failure to notify Superior of the transfer of the Warranty to the new owner within 60 days of sale.

### Limitations of Liability

Superior Siding's liability under this warranty is limited to the repair or replacement of installed siding. The Contractor is not liable for any damages beyond the repair or replacement, including but not limited to damages to the property, personal injury, or loss of use.

### Choice of Law

It is mutually agreed that this agreement shall be governed by the laws of South Dakota, both as to interpretation and performance, without reference to the rules thereof relating to conflicts of law.

### Choice of Venue

All lawsuits arising from or related to this agreement must be instituted and maintained in Pennington County South Dakota, which shall be the exclusive jurisdiction, and each party waives the right to change of venue.

**WAIVER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY STATED UNDER THIS AGREEMENT THE PARTIES HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

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