



## HARMONY SIDING WARRANTY

***DUCHESNE ET FILS LTÉE (hereinafter referred to as Duchesne) warrants (hereinafter referred to as the “Products”) against manufacturing defects under normal use and maintenance, subject to the conditions and limitations set forth in this warranty.***

### **Term of the warranty**

For the HARMONY product lines, this warranty remains in force for 25 years from the date of installation, prorated based on the Warranty schedule below.

The warranty form must be registered to Duchesne, with proof of purchase, within 30 days of installation to be eligible for warranty coverage. The warranty may be registered by following this link:

<https://warranty.duchesne.ca/register>

The warranty is not valid unless registered with Duchesne. (déplacé de la page 7)

### **Transfer of Ownership**

If ownership of the building on which Duchesne products were installed is transferred, this warranty may be transferred to the new owner remaining at 25 years from the date of installation, prorated based on the Warranty Schedule below. A notice of transfer must be completed and sent to Duchesne within ninety (90) days of the transfer of ownership to ensure the validity and continuity of the warranty. Failing to do so, Duchesne will be relieved of any obligation to the new owner. The original owner is responsible for leaving the proof of purchase with the new owner. To submit your transfer request online, click the link below:

<https://warranty.duchesne.ca/transfert>

### **Liability**

Duchesne warrants per the terms and conditions set out in this warranty, that the HARMONY siding products, purchased through one of its authorized dealers, shall be free from manufacturing defects leading to deficits in its performance for a period of 25-years. The warranty period begins from the date of the project’s completion, or installation in the

case of building alterations. Over the 25-year period, the HARMONY products installed in accordance with HARMONY siding specifications and subject to normal exposure, shall meet the performance requirements against blistering, peeling, flaking, cracking, bending and buckling as set out in AAMA 1402 “Standard Specifications for Aluminum Siding, Soffit and Fascia” and CAN/CGSB 93.1 and 93.2 “National Standards of Canada for Prefinished Aluminum Siding, Soffits and Fascia for Residential Use”

The sole responsibility and liability of Duchesne under this warranty shall be to provide materials necessary to repair or replace the HARMONY product described herein and shown to be defective during the warranty period, and only for the materials warranted hereunder. Any other labor or other costs associated with the repairs or replacement shall be the sole responsibility of the owner. No other charges or expenses will be covered by Duchesne. Duchesne will determine in its sole discretion the appropriate scope and method of repair or replacement to remedy any condition covered by this warranty.

No warranty whatsoever is made or implied by the issuance of this warranty with respect to materials manufactured by others and used in conjunction with the installation of the HARMONY products. Including, but not limited to ancillary materials such as (i) fasteners, (ii) sheathing protection membranes, or other secondary plane of protection material(s), (iii) sealant/caulking material.

Where a claim is made within the 36 months of the warranty period and a determination is made that the condition stems from a manufacturing defect, Duchesne at its sole discretion will either refinish in-place, or supply and install replacement Product at no cost to the owner. For the balance of the warranty period (264 months), Duchesne will pay for the cost of replacement Product based on this warranty’s Schedule. The claimant acknowledges that they assume responsibility for all related transport, shipping and handling costs connected to the refinishing or replacement of materials covered under the terms of this warranty. Replacement Product and/or repairs do not extend the warranty period. Any such work is subsumed under the present warranty including the applicable warranty period. All liability under this warranty ceases at the end of the warranty period.

Duchesne reserves the right to modify its products. If the original Products, colors, or models are no longer available, Duchesne may substitute with other products of equivalent quality and price. If the Product originally purchased is no longer available, the customer’s reimbursement may be pro-rated based on the Product’s original contract price.

Where it is determined that the condition is not related to a defect in manufacturing or is outside the terms and conditions set out in this warranty, the claimant will be responsible for all parts, shipping and labor charges for refinishing or replacement of such Product should they elect to proceed.

In no event Duchesne shall be liable for and expressly disclaims any liability for any damage to the building itself, its contents or for any consequential, special, or incidental damage, whether in contract or in tort, including negligence. This limited repair and

replacement warranty is given in lieu of any and all other warranties written or oral, express or implied, including warranties of merchantability and fitness for a particular purpose. The remedy set forth herein is the sole and exclusive remedy for any and all claims arising under or in connection with or in any way relating to the “product” supplied and installed on the project. Some jurisdictions limit or do not allow the disclaimer of certain remedies or the exclusion of incidental or consequential damages. The exclusions and limitations of remedies and damages in this section fully apply to the extent not prohibited by applicable law. At no time, representatives of Duchesne or its affiliates are authorized to alter the terms of this warranty.

This warranty is the only warranty that applies to Duchesne products and excludes all other warranties given by a representative, salesperson or otherwise. No one other than Duchesne may in any way modify, limit, or extend the scope or extent of this warranty or its terms, exclusions, and conditions. Duchesne is not liable for direct or indirect, incidental, or consequential damages, including damage to the building, its contents, or persons. This warranty applies to any purchase after the warranty’s effective date. For any Duchesne product purchased before this warranty’s date of issue, please refer to the warranty in effect at the time of purchase.

## **EXCLUSIONS**

### **General exclusions**

Without limiting the generality of the foregoing, this warranty specifically excludes any defect or damage caused by situations or events beyond the control of the manufacturer, including but not limited to:

1. Damage arising from faulty or improper installation, including proximity to heat emitting devices/vents, improper handling, transport and/or storage, intentional or accidental damage or impact by foreign object.
2. Uses outside the parameters set out in HARMONY specifications and/or such uses beyond conventional siding material use as an above grade cladding.
3. Damaged caused by misuse, poor maintenance, vandalism, abuses, unauthorized modification of the Product or failure to provide reasonable and necessary maintenance (see maintenance instructions below).
4. Damage arising from chemical reactions due to contact with incompatible materials including steel, copper and pressure treated lumber, harsh and/or abrasive detergents.
5. Damage caused by fire, chemicals, fumes, mildew, steam, air pollution, or any contaminant or corrosive material in contact with the product, or proximity to saltwater bodies (coastal uses).
6. Damage stemming from changes in or behavior of the underlying structure/substrate such as building settlement, deformation, shrinkage, splitting, wall cracking, excessive movement and the like.

7. Damage caused by Acts of God including hail, windstorm, ice storm, lightning, hurricane, tornado, earthquakes, high winds, floodings, or damage caused by any other occurrences beyond Duchesne's control.
8. Color change(s) from normal discoloration due to weathering.
9. Harmful chemicals or other applied products that have altered the siding (paint, stain, cleaner or others)
10. Other causes beyond the control of Duchesne or abnormal exposure conditions
11. Products not sold by Duchesne or one of its authorized dealers or for which no warranty application has been made and registered with HARMONY.
- 12.
13. The customer is solely responsible for selecting appropriate and durable fasteners to secure the Product. Damage to panels caused directly or indirectly by contact with fasteners, other metals, damp wood or pressure-treated wood is not covered by this Warranty. Fastener recommendations are referenced in the installation manual.
14. Accelerated corrosion and damage caused by field cutting residues in contact with the pre-painted finish of the Product are NOT COVERED by this Warranty.

### **Normal discoloration**

This warranty does not cover uneven color changes resulting from uneven exposure to weather conditions.

This warranty excludes normal discoloration due to weathering. Weathering is defined as the damaging effect of sunlight and climate conditions that can damage surfaces (fading, staining, dirt, etc.). The severity of weathering depends on air quality, the building's geographic location or other local factors over which Duchesne has no control. Duchesne is responsible for determining whether siding has experienced normal discoloration due to weathering.

### **Inspection of product before installation**

Duchesne must be informed of any defect in the appearance of the siding, molding and accessory Products before the Product is installed.

All Products must be inspected prior to installation to avoid the inconvenience of having to uninstall them if a defect in the appearance of the siding, molding and accessory Products is subsequently found. Duchesne must be informed of such defects before any work for Product installation begins.

Installation of more than 100 square feet of aluminum products constitutes acceptance of texture and color and disqualifies claims for incorrect color/texture received. Other design or manufacturing defects will always be covered by the Limited Warranty.

Duchesne reserves the right to refuse any reimbursement request for Product installation expenses (labor, equipment, etc.) for any defect that could have been detected before installation.

### **Color alteration**

For the twenty-five (25) years following the original purchase date of the Product, the Product will not show color fading of more than five (5) Hunter  $\Delta E$  units.

Color fading must be measured according to ASTM Method D2244 on clean surfaces that have been cleaned of any deposit, soil residue or chalking according to ASTM Method D3964. Color fading should be measured on an exposed painted surface in comparison with the corresponding value on an original or unexposed painted surface. It is understood that fading and discoloration of the painted surface due to non-uniform exposure to sunlight and other elements are not covered by this Warranty.

Duchesne is not responsible if the replacement Products differ from the originally installed Products in finish, gloss, or color.

### **Claim**

A claim must be submitted within thirty (30) days of observing the problem in question. Duchesne must be given the opportunity to examine the Products with the alleged manufacturing defect and the installation of said Products. To do so, submit your proof of purchase, photographs of the affected areas and proof of ownership online. A sample of the defective product will be requested and shall be sent at the owner's expense. If these steps are not followed, the claim will be automatically rejected, and Duchesne will be released of any obligation under this warranty.

To submit a claim for an installed product, the building owner or contractor must visit the Support section of our website. Click here to access the page:

<https://www.duchesne.ca/en/customer-support-portal/claim>

This warranty is governed by the applicable laws in force in Quebec and Canada. The courts in the province of Quebec, judicial district of Trois-Rivières, have exclusive jurisdiction over any legal proceeding arising from this warranty or performance of the obligations under the warranty.

## HARMONY WARRANTY SCHEDULE

| <b>ORIGINAL AND/OR<br/>SUBSEQUENT OWNER(S)</b><br><br><b>The warranty period is<br/>continuous from the<br/>effective date until the<br/>end of the warranty period<br/>and does not reset with<br/>transfer to new owners</b> | <b>Number of Months from<br/>the commencement of the<br/>warranty period</b> | <b>Limited Material Coverage<br/>– Replacement or Repair<br/>Costs*</b> |
|--|--|---|
|  | 0 – 36 Months  | 100% of Repair<br>or replacement  |
|  | 37 – 48 Months   | 90% Material Only   |
|  | 49 – 60 Months   | 85% Material Only   |
|  | 61 – 72 Months   | 80% Material Only   |
|  | 73 – 84 Months   | 75% Material Only   |
|  | 85 – 96 Months   | 70% Material Only   |
|  | 97- 120 Months   | 60% Material Only   |
|  | 121 – 144 Months   | 50% Material Only   |
|  | 145 – 168 Months   | 40% Material Only   |
|  | 169 - 192 Months   | 30% Material Only   |
|  | 193 – 216 Months   | 25% Material Only   |
|  | 217 – 240 Months   | 20% Material Only   |
|  | 241 – 264 Months   | 15% Material Only   |
| 265 – 300 Months   | 10% Material Only  |   |
| 301+ Months the warranty period has ended  |  |   |

*\*Cost is based on the material cost as taken from the active HARMONY price list at the time of the warranty claim.*

**NOTE TO DEALERS, DISTRIBUTORS, SPECIFICATION AND OTHER PROFESSIONALS, INSTALLERS AND OTHER USERS:**

### IMPORTANT WARNINGS

#### Maintenance

HARMONY siding product requires minimum maintenance. However, to maintain the validity of this warranty and to enjoy the longest possible service life from your siding, you must keep it reasonably free from surface contaminants. Remove surface contaminants by washing walls annually, with a soft cloth or soft brush and mild household detergents. Do not use chemical cleaners such as degreasers, solutions containing >5% Trisodium Phosphate and at no time should solutions utilizing chlorines/ammonias or abrasives be used. To prevent shiny spots do not press too hard. To minimize streaking, wash walls from the top down. After washing, use copious amounts of water to rinse away all traces of

detergent. Do not use pressure washing equipment, nor direct water spray toward vented soffits.

Failure to comply with one or more important warnings may lead to rejection of the claim and relieves Duchesne of any obligation under this warranty.

Building Codes Installers need to be aware of building code requirements in the geographic areas where they are installing. Failure to comply with the regional regulations may result of invalidation of this warranty.

Duchesne offers no warranty for Aluminum Cladding installed outside of Canada or the United States, whether by the owner or any other party.

Duchesne is committed to ensuring the protection and confidentiality of the personal information you provide or that we collect when you make a warranty claim. In this regard, our privacy policy is designed to keep you informed about the personal information we collect and how we manage, use, share and disclose it, as described in the Privacy Policy available on the DUCHESNE.CA website.

— Effective date: 2024-08-26 —

## **CONTACT US**

### **Our contact details:**

#### **DUCHESNE ET FILS LTÉE**

Customer Service  
871, boulevard Duchesne  
Yamachiche (Québec) G0X 3L0  
CANADA

Phone: 819 296-3737

Email: [customerservice@duchesne.ca](mailto:customerservice@duchesne.ca)