



871, boulevard Duchesne,  
Yamachiche (Quebec) G0X 3L0

☎ 819-296-3737

☎ 819-296-3774



## VINYL SIDING WARRANTY

DUCHESNE ET FILS LTÉE (hereinafter referred to as Duchesne) warrants Duchesne vinyl siding, soffits, fascias and mouldings (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 Newport™, Oakland™ and specialty siding (V-4800 Horizontal 8") product lines, this warranty remains in force for as long as the original owner lives in and owns the building on which the Duchesne Products were installed, provided the owner is an individual and the building is used to house one (1) family. For the Duo™ product line, the warranty is 50 years from the date of installation, prorated based on the Warranty Schedule below.

If the original owner is not an individual (for example: corporation, government agency, religious organization, school) or if the building is used to house more than one family (apartment or other building), the warranty will be 50 years from the date of installation for all Duchesne Products, prorated based on the Warranty Schedule below.

The warranty form must be returned to Duchesne, with proof of purchase, within 30 days of installation to be eligible for warranty coverage. <https://garantie.duchesne.ca/enregistrement/>

### 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 but will be set at 50 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 which 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://garantie.duchesne.ca/enregistrement/?type=transfert>.

### Liability

Notwithstanding any other provision of this warranty, the maximum liability of Duchesne manufacturing defects is the original contract price of the Product. If, after analysis and subject to its expertise, Duchesne finds a manufacturing defect in the Product concerned, Duchesne will honour this warranty, at its discretion, by repairing or replacing the damaged products or

by refunding the amount originally paid for the Products, pro-rated based on the Warranty Schedule below. This warranty applies only to the surface of the siding with a recognized defect, and the material will be replaced with an equivalent product.

Duchesne reserves the right to modify its products. If the original Products, colours 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.

## **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:

- Misuse or faulty installation, abuse, vandalism, intentional or accidental damage, and improper handling, storage or transportation
- Hurricane, tornado, high winds, earthquake, lightning, flooding or any other natural disaster
- Settlement, shrinkage, deformation or movement of the building
- Splitting or cracking of the wall on which the Products are installed
- Impact by foreign objects
- Hail
- Smoke, steam or exposure to excessive heat
- Fire or explosion
- Harmful chemicals or other applied products that have altered the siding (paint, stain, cleaner or other)
- Air pollution or any contaminant or corrosive material in contact with the Product or suspended in the air (salt air, etc.)
- Poor maintenance
- Mildew
- Other causes beyond the control of Duchesne or abnormal exposure conditions

### **Normal discolouration**

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

This warranty excludes normal discolouration 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 discolouration due to weathering.

### **Inspection of Product before installation**

Duchesne must be informed of any defect in the appearance of the siding, moulding 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, moulding and accessory Products is subsequently found. Duchesne must be informed of such defects before any work for Product installation begins.

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

### **Excessive discolouration**

This warranty covers any uneven colour change resulting from equal exposure to weather conditions.

This warranty also covers excessive discolouration. Excessive discolouration is defined as a colour variation of more than 7 Hunter units for Duo™ Products and specialty siding (V-4800 Horizontal 8") and a variation of more than 4 Hunter units for Newport™ and Oakland™ Products, calculated in accordance with ASTM D2244.

Duchesne is not responsible if the replacement Products differ from the originally installed Products in texture (embossing), gloss or colour.

### **Other conditions**

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.

## 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. If these conditions are not met, Duchesne will be released from any obligation under this warranty.

## Warranty Schedule

**Applies to Newport, Oakland and specialty models for the original property owner (individual)**

Limited lifetime warranty	100%
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### **Applies to Duo model, warranty transfer and corporate properties**

Percentage of Product purchase price at time of claim, after installation (materials and labour)

0-5 years	100%
6 years	90 %
7 years	80 %
8 years	70 %
9 years	60 %
10 years	50 %
11 years	40 %
12 years	30 %
13 years	20 %
14-49 years	10 %
50 years or more	0 %

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/>

Duchesne must be given the opportunity to examine the Products with the alleged manufacturing defect and the installation of said Products for which a claim is being submitted. To do so, submit your proof of purchase, photographs of the affected areas, proof of ownership and a sample online. If these steps are not followed, the claim will be automatically rejected and Duchesne will be released of any obligation under this warranty.

## Applicable laws

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.

## Contact us

Our contact details:

### **DUCHESNE ET FILS LTÉE**

Customer Service  
871, boulevard Duchesne,  
Yamachiche, Quebec,  
Canada, G0X 3L0

Phone: 819 296-3737

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

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

## IMPORTANT WARNINGS

### Heat

Keep all heat sources (grills, furnace) away from the siding. Exposure to high heat can cause serious damage to vinyl siding. Precautions must also be taken before installation: carefully choose the intermediate materials, as many such materials are made of organic materials that can cause fire to spread. All building materials must be installed in accordance with local codes, regulations and by-laws.

### Windows

Pay special attention to building configuration when there are windows. Certain windows can heighten the effects of sunlight, increasing the heat absorbed by the siding. This is the case for low-emissivity (low-e) windows, for example. This higher heat can cause the vinyl siding to warp.

### Maintenance

Although Duchesne vinyl siding is virtually maintenance free, it must be cleaned at least once a year. Adjust the frequency based on local climate and pollution. Poor maintenance can lead to undesirable effects on the siding's surface.

Generally, vinyl siding can be effectively cleaned by washing it down using a garden hose with a soft brush attachment. If stains remain, remove them as follows:

1. Use a garden hose that has a soft brush attachment with nylon or rubber bristles. Never use a wire brush or any other abrasive product. Avoid excess force and repeated cleaning of the same spot, which may lead to a deterioration in the Product's surface.
2. For stubborn stains, use the following cleaning solution:
  - a. 1/3 cup mild household detergent
  - b. 2/3 cup trisodium phosphate
  - c. 1 gallon of water

Where mildew can be seen, substitute one quart of 5% sodium hypochlorite (household bleach) for one quart of water in the above formula. Always clean from the bottom up, rinsing frequently. Cleaning solutions may sit on the surface several minutes before rinsing. Always test the cleaning solution on a small area and let dry before using on the entire building. Don't let the cleaning solution come into contact with any other materials (wood, cement, etc.) used on another part of the building as it may damage them.

Visit the official Duchesne website ([www.duchesne.ca](http://www.duchesne.ca)) for a list of recommended cleaning products for various stains and marks.

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.