

# MITTEN<sup>®</sup>

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## BUILDING PRODUCTS



WARRANTY

# MITTEN<sup>®</sup>

## BUILDING PRODUCTS

### **Congratulations!**

*Your choice of Mitten vinyl siding guarantees quality and performance that will last a lifetime...we've put it in writing!*

*Mitten has been firmly established in the vinyl extrusion business since 1959. As an industry leader, our manufacturing facilities feature the most advanced technology and our products are tested to the highest standards.*

*Mitten manufactures vinyl siding, soffit and accessories of extraordinary durability due to our combination of advanced formulations and high standards of quality control.*

*In order to protect your new investment, please take a moment to fill out the "Certificate of Installation". It is important that you read this document carefully so that you will understand the full extent of the coverage.*

#### **MITTEN LIFETIME NON-PRORATED TRANSFERABLE LIMITED WARRANTY**

Mitten proudly warrants the original purchaser of our siding for as long as the original purchaser is the owner of the property to which our products are applied. The said products will be free from manufacturing defects. Any and all product failures covered by this Warranty as set forth will be remedied by Mitten AT NO COST TO THE ORIGINAL HOMEOWNER, if the defect is reported in accordance with the terms thereof.

The Lifetime non-prorated coverage in this warranty is designed to cover individual homeowners only. In the instance of siding purchased by or installed upon property owned by for example; corporations, governments, condominiums or premises not used by individual homeowners as their residences, the warranty period will be fifty years following the installation of the siding and it will be prorated as indicated herein. For such purchasers or entities to which the prorated coverage applies, the warranty is transferable to a new owner by the original purchaser under the terms and conditions set forth herein, in which event it will cover the period of fifty years following the installation of the siding (prorated as indicated herein).

#### **HAIL DAMAGE**

Every piece of Mitten vinyl siding is manufactured with excellent impact resistance. Mitten warrants to the original owner that should the siding receive damage from a hail storm, Mitten will provide replacement material to cover those pieces which received damage and provided that such damage is not covered by the homeowners insurance policy or other insurance coverage. The homeowner shall be responsible for the payment of all installation, labour and freight costs associated.

#### **UNIFORM WEATHERING**

The term "uniform weathering" means the appearance of the colour of the siding and does not refer to the straightness or the even or level wall appearance of the siding. Exposure to exterior elements can be expected to cause gradual and uniform colour change. This can vary, dependent on geographical location and wall exposure. Mitten warrants that its products will weather in a uniform manner. A defect will be defined as any weathering change that occurs on a specific wall exposure in a manner that varies from panel to panel (checkerboard effect). It is normal for a weathered siding material to have slight and unobjectionable shade differences underneath the butt (or shadow line) portions of the panel - as well as underneath protected eaves and overhang areas.

#### **COLOUR-RICH COVERAGE**

Mitten, at its discretion, shall determine whether the siding is suffering from abnormal fading or natural weathering. This conclusion shall be based on whether the siding shows a change in colour in excess of the Hunter units as calculated according to ASTM D2244. Premium colours are guaranteed against fade of 3 Hunter Units. Standard colours are guaranteed against fade of 4 Hunter Units. The fade warranty will last as long as Mitten's Lifetime Limited warranty lasts and upon transfer with the Property, shall continue based upon the coverage terms for Mitten's, Lifetime Limited Warranty. Siding which experiences colour change due to normal weathering is excluded from this warranty.

#### **CONDITIONS OF THIS WARRANTY**

This Warranty covers only defects in the manufacture of Mitten vinyl siding and accessories. It does not cover damage to such products caused by faulty installation, settlement of the building, failure of the structure (including foundations and walls), fire, wind, flood, lightning, or other acts of God, intentional acts, failure to provide reasonable and necessary maintenance, accidental damage or negligence, or exposure to atmospheric pollution, acid rain, salt spray, harmful chemicals or vapors. Mitten vinyl siding and accessories are not warranted in the event that heat sources, such as BBQs, argon gas glass units or other items that can reflect heat over and above 160°F, are located in close proximity of the installed vinyl products.

If a homeowner neglects to keep the solid vinyl siding surface clean and a harmful surface buildup is allowed to occur, restoration of the wall appearance to a fresh and clean condition can become a difficult task. In such cases, it is specifically the homeowners responsibility and not the responsibility of either Mitten or the installing contractor to restore the wall surface to a clean and fresh condition

## **REMEDIES**

If your product contains manufacturing defects covered by this Warranty, Mitten will incur the costs (material and labour) to repair or replace the defective part or portion of Mitten Vinyl Siding and Accessories.

All warranty work will be performed by Mitten or a designated agent selected by Mitten. Any repair or replacement not authorized by Mitten shall release Mitten from any and all warranty obligations concerning the products. All warranty work will be performed no later than one hundred sixty (160) days after notice is received unless adverse weather conditions prevent repair or replacement from being completed within the one hundred sixty (160) day period. If so, repair or replacement will be completed as soon after the 160-day period as weather conditions will reasonably permit. Repairs will be performed at a mutually agreed time by the customer and the designated agent. Mitten reserves the right to discontinue or modify any of its products, including the colour thereof, without notice to the homeowner/consumer and shall not be liable to the homeowner/consumer as a result of such discontinuance or modification, nor shall Mitten be liable in the event replacement material may vary in colour or gloss in comparison to the original products as a result of normal weathering. If Mitten replaces any material under warranty, it may substitute products designated by Mitten to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Mitten shall have sole discretion to determine whether the siding is suffering from normal weathering. In the event that the siding weathers to a degree which is determined by Mitten to be beyond normal, then Mitten shall, at its option, either apply a special coating to any siding determined to have weathered beyond normal or perform the necessary repairs as outlined above.

**THE REMEDIES PROVIDED FOR HEREIN ARE EXCLUSIVE WHETHER FOR BREACH OF EXPRESSED WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY OR OTHERWISE, AND MITTEN MAKES NO EXPRESSED WARRANTIES OTHER THAN AS SPECIFICALLY SET FORTH HEREIN. IN NO EVENT SHALL MITTEN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

Some jurisdictions do not allow the exclusion or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights and you may have other rights which vary between jurisdictions.

## **OBTAINING PERFORMANCE OF THIS WARRANTY - ORIGINAL OWNER**

The procedure for obtaining performance of this Warranty is simple. If you feel that our product contains manufacturing defects simply write to: Warranty Claims, attention of Quality Assurance Manager, P.O. Box 2005, 70 Curtis Avenue North, Paris, Ontario, Canada, N3L 3T2 briefly explaining your complaint. Accompanying the complaint must be a proof of purchase and installation along with proof of property ownership. Appropriate photos can be required along with a sample of the alleged defect for laboratory analysis.

**IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO MITTEN WITHIN SIXTY (60) DAYS FROM THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN FIRST DISCOVERED.**

Mitten will reply within a reasonable period of time from receipt of your complaint. Further, Mitten reserves the right when necessary to inspect any damages or defects within a reasonable period of time after the claim is made.

## **REGISTRATION OF WARRANTY**

The attached warranty registration card must be completed, signed by the purchaser and installing Contractor and returned to Mitten within thirty (30) days after completion of the installation. Please mail to Mitten, PO Box 2005, 70 Curtis Avenue North, Paris, Ontario, Canada, N3L 3T2. Failure to register the Warranty will not void the Warranty, but registration of this Warranty confirms the date of installation and is a benefit to you, especially if your original proof of purchase is lost. It is a good idea to retain your proof of purchase in case it is needed if you submit a warranty claim.

## **TRANSFER OF THE WARRANTY - SUBSEQUENT OWNER**

This Warranty is transferable to a new owner. In the event of transfer of the warranty, the warranty period shall be for fifty (50) years from the original date of purchase/installation and shall be prorated as indicated on the reverse side of this warranty. The original purchaser is responsible to leave the warranty card with the attached proof of purchase with the subsequent home owner.

## **MITTEN**

This is to certify that Mitten vinyl siding, soffit and/or accessories have been installed at the residence of:

Name: \_\_\_\_\_

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

Date of Installation: \_\_\_\_\_

Homeowner: \_\_\_\_\_

Contractor: \_\_\_\_\_

# MITTEN®

## BUILDING PRODUCTS

### WARRANTY CLAIM SCHEDULE

**Claim Made By:** Original Purchaser, Subsequent Owner  
(where Mitten has received timely notice of transfer as specified on the reverse hereof.)

Number of Years (after original installation) Within Which Claim is Made	Percentage of Costs Borne by Mitten
Lifetime of Original Purchaser	100%
ProRated Schedule Upon Warranty Transfer	
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 - 50 Years	10%
More than 50 Years	-0-

### YOUR MITTEN VINYL SIDING IS BEAUTIFUL. HERE IS HOW TO KEEP IT THAT WAY.

While Mitten vinyl siding comes close to being virtually maintenance free, it will become dirty just as does a freshly painted house or a new automobile or any other product that is exposed to atmospheric conditions. Generally, your Mitten solid vinyl siding can be cleaned satisfactorily with the use of an ordinary garden hose.

If this does not do the job, then we suggest the following:

1. Equip the garden hose with a soft bristled, long-handle car brush for example.
2. Where soil is of a stubborn nature, (as frequently found in industrial areas) the following cleaning solution works well: 1/3 c. detergent (Tide as an example) + 2/3 c. trisodium phosphate (Soilax as an example) + 1 gallon of water.

In certain geographic areas where mildew may be a problem, substitute one quart of 5% sodium hydrochloride (Clorox for example) for one quart water in the above formula.

Where the house is extremely dirty, it is recommended that you start washing from the bottom and go to the top, rinsing frequently. Cleaning solutions should be permitted to stand on the surface of the siding for several minutes before rinsing.

STAIN	CLEANERS*	STAIN	CLEANERS*
Bubble Gum	Fantastik, Murphy's Oil Soap, or solution of vinegar (30%) and water (70%)	Mold and Mildew	Fantastik, Murphy's Oil Soap, or solution of vinegar (30%) and water (70%)
Crayon	Lestoil	Motor Oil	Fantastik, Lysol, Murphy's Oil Soap or Windex
DAP (Oil Based Caulk)	Fantastik	Paint	Brillo Pad or Soft Scrub
Felt-tip Pen	Fantastik or water-based cleaners	Pencil	Soft Scrub
Grass	Fantastik, Lysol, Murphy's Oil Soap or Windex	Rust	Fantastik, Lysol, Murphy's Oil Soap or Windex
Lithium Grease	Fantastik, Lysol, Murphy's Oil Soap or Windex	Tar	Soft Scrub
Oil	Soft Scrub	Top Soil	Fantastik, Lysol or Murphy's Oil Soap

Follow the precautionary instructions on the cleaning agent container. Protect shrubs from direct contact with cleaning agents.

*\*Mitten does not endorse proprietary products or processes and makes no warranties for the products referenced herein.*

*Reference to proprietary names is for illustrative purposes only and is not intended to imply that there are not equally effective alternatives.*

Remove this section and place inside an envelope addressed as shown.  
**Note:** Post Office will not deliver without envelope!

## MITTEN Building Products

### Warranty Claims

Attn: Quality Assurance Manager

P.O. Box 2005

70 Curtis Avenue North

Paris, Ontario

N3L 3T2

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## MITTEN Building Products

### Warranty Claims

Attn: Quality Assurance Manager

P.O. Box 2005

70 Curtis Avenue North

Paris, Ontario

N3L 3T2

### CERTIFICATE OF INSTALLATION

#### for Mitten Vinyl Siding

*This form must be completed, signed by the Purchaser and Installing Contractor and mailed to Mitten within 30 days from the date of installation*

This is to certify that the installation of Mitten Vinyl Siding on our residence at:

Street \_\_\_\_\_ City \_\_\_\_\_ Province/State \_\_\_\_\_

M	M	/	D	D	/	Y	Y	Y	Y
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was completed to our satisfaction on \_\_\_\_\_

The installing contractor was \_\_\_\_\_ Name (please print) \_\_\_\_\_

of \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ Province/State \_\_\_\_\_

Signature of Installer \_\_\_\_\_ Colour/Profile \_\_\_\_\_

\_\_\_\_\_  
Name of Purchaser \_\_\_\_\_ Signature of Purchaser \_\_\_\_\_

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### APPLICATION FOR TRANSFER OF LIMITED WARRANTY OF

#### MITTEN Vinyl Siding

*This form must be filled in, signed by both the Original Purchaser of the Mitten Vinyl Siding and the New Homeowner, and mailed to Mitten within 30 days of the date of transfer of title.*

Original Purchaser \_\_\_\_\_ Name (please print) \_\_\_\_\_

Address of Installation \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ Province/State \_\_\_\_\_

M	M	/	D	D	/	Y	Y	Y	Y
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Date of Installation \_\_\_\_\_

Colour/Profile \_\_\_\_\_

I hereby certify that I sold the residence at the above address on \_\_\_\_\_  

M	M	/	D	D	/	Y	Y	Y	Y
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to \_\_\_\_\_ Name (please print) \_\_\_\_\_ whose signature appears below

*I acknowledge that I have read the Mitten Vinyl Siding and Accessories Limited Warranty and hereby apply for transfer of the unexpired portion of the Limited Warranty, subject to its terms and conditions.*

\_\_\_\_\_  
Signature of Original Purchaser \_\_\_\_\_ Signature of New Homeowner \_\_\_\_\_

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