

# RIALUX WARRANTY

THIS LIMITED WARRANTY explains the details of the limited warranty coverage RIALUX provides on your Aluminum Siding after it has been installed on your property. Read it carefully to ensure you are well informed about the warranty coverage for your Aluminum Siding. If you have questions about that coverage, contact RIALUX directly for assistance.

This Limited Warranty can only be valid if the customer registers their purchase online at Rialux.com. A proof of purchase and an image of the project are required. RIALUX is not bound by any guarantees, warranties or representations, or any change to this Limited Warranty made by your contractor, installer or any other person who is not an authorized corporate officer of RIALUX.

THIS LIMITED WARRANTY is applicable to Aluminum Siding installed within Canada or the United States on or after July 1, 2020. The Limited Warranty in effect at the time of installation of your Aluminum Siding will be the limited warranty that is applicable to you. The most current version of this Limited Warranty is available online at [www.RIALUX.com](http://www.RIALUX.com).

There are many capitalized terms in this Limited Warranty that have specific meanings. For your convenience, some of the terms are defined below:

**"DEFECTIVE PRODUCTS"** means Aluminum Siding that has a defect in design or manufacture at the time of installation and do not materially conform to our published specifications for that product. These include but are not limited to product chipping, colour fading, product cracks and fissures (unless caused by structural movement).

**"LIMITED WARRANTY"** means the limited warranties and your coverage provided by RIALUX for your Aluminum Siding as expressly set out in this document, and are the only warranties provided by RIALUX.

**"OWNER"** means the individual owner(s) of the property at the time that the Aluminum Siding was installed on that property. If you purchase a new residence from the builder of the home and are the first person to live in it, RIALUX will consider you to be the Owner, even though the Aluminum Siding had already been installed. Owner also includes a TRANSFEREE.

**"PRODUCT LIFETIME"** means the period of time commencing on the date of completion of installation of the Aluminum Siding, as referenced in the relevant installation invoice, on the property and continuing for a period of twenty five (25) years.

**"RIALUX"** means RIALUX INC.

**"TRANSFEREE"** means the individual who has purchased the property on which the Aluminum Siding was installed from the Owner; provided that the original Owner has complied with the provisions set out in the section entitled "Limited Transferability of Limited Warranty".



1. LIMITED WARRANTY

RIALUX provides this Limited Warranty to the Owner of its Aluminum Siding. This Limited Warranty provides coverage only to the Owner of Defective Products during the applicable Product Lifetime. The coverage under this Limited Warranty is only for manufacturing defects that significantly affect the performance of the Aluminum Siding on the Owner’s property, and the conformity of the Aluminum Siding to their published specifications (colour, finish etc.) and for no other cause whatsoever. Conditions that do not significantly affect the performance of the Aluminum Siding or are not due solely to a manufacturing defect in the Aluminum Siding, are not covered by the Limited Warranty or otherwise.

**Installation of over 100 square feet of aluminum product constitutes texture and color acceptance and disqualifies claims for incorrect lot or color / texture received. Other design or manufacturing defects will be covered by the limited warranty.**

2. ALUMINUM CUSTOMER CARE

Your Rialux Aluminum Siding is a product that needs very little maintenance. Please refer to our installation guides for the use and maintenance to know the best way to keep you Aluminum Siding in good condition. At RIALUX we pride ourselves in our industry-leading customer service and superior product quality. During the Product Lifetime, if the Owner discovers a defect in the manufacture of the ALUMINUM SIDING, RIALUX will, at its discretion, either 1) reimburse the cost of the said materials or 2) replace all Defective Products. In no event will Rialux be held responsible for labor. In the case of a replacement, the warranty that is applied on the original product is also applicable on the substitute product and will be prolonged for the remainder of the original warranty.

The Rialux Warranty is prorated based on the remaining Product Lifetime at the time the Owner submits a warranty claim. During the first three (3) years of the Product Lifetime, RIALUX covers one hundred percent (100%) of the cost of the Defective Product. Commencing on the third anniversary of the Aluminum Siding’s installation, RIALUX reduces its warranty coverage for the remaining Product Lifetime. The table below illustrates the warranty coverage:

Year	% covered by RIALUX	% covered by Customer
1	100	0
2	100	0
3	100	0
4	75	25
5	70	30
6	65	35



<b>Year</b>	<b>% covered by RIALUX</b>	<b>% covered by Customer</b>
<b>7</b>	<b>60</b>	<b>40</b>
<b>8</b>	<b>55</b>	<b>45</b>
<b>9</b>	<b>50</b>	<b>50</b>
<b>10</b>	<b>45</b>	<b>55</b>
<b>11</b>	<b>40</b>	<b>60</b>
<b>12</b>	<b>35</b>	<b>65</b>
<b>13</b>	<b>30</b>	<b>70</b>
<b>14</b>	<b>30</b>	<b>70</b>
<b>15</b>	<b>30</b>	<b>70</b>
<b>16</b>	<b>30</b>	<b>70</b>
<b>17</b>	<b>30</b>	<b>70</b>
<b>18</b>	<b>30</b>	<b>70</b>
<b>19</b>	<b>30</b>	<b>70</b>
<b>20</b>	<b>25</b>	<b>75</b>
<b>21</b>	<b>20</b>	<b>80</b>
<b>22</b>	<b>15</b>	<b>85</b>
<b>23</b>	<b>10</b>	<b>90</b>
<b>24</b>	<b>5</b>	<b>95</b>
<b>25+</b>	<b>0</b>	<b>100</b>

### **3. IMPORTANT WARRANTY CONDITIONS**

If there is a valid claim during the RIALUX Warranty Period, RIALUX's maximum liability is limited to the reasonable cost of replacement Aluminum Siding on the property. If the ALUMINUM SIDING purchased by Customer is no longer available at the time of the Owner's warranty claim, RIALUX reserves the right to substitute another ALUMINUM SIDING of similar character and quality.

The RIALUX Warranty will only apply if the Aluminum Siding was installed and used in strict accordance with building codes, RIALUX installation guidelines and/or accredited association installation guides (APCHQ).

**RIALUX**

#### **4. EXCLUSIONS AND LIMITATIONS**

Without limiting any other conditions for coverage under this Limited Warranty as herein set out, RIALUX will not have any liability or obligation under the Limited Warranty or otherwise for the following:

- A) Any damage that occurs during or after any improper usage or installation process, including one that fails to follow RIALUX's installation instructions.
- B) Any damage to the interior or exterior of any property, or any property or contents within or outside any property.
- C) Any damage caused by acts of God or other causes beyond RIALUX's control, including, without limitation, strong winds, hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the property, or any other causes.
- D) Any costs incurred for any work, repairs (whether temporary or permanent), or replacements, or where materials used in repairs or replacements were produced by someone other than RIALUX, unless previously authorized in advance in writing by RIALUX.
- E) Any defect caused by high levels of heat, including but not limited to, grills, fireplaces, metallic siding, windows and doors, windows and doors with low emissivity levels.
- F) Damage to the structure of the wall (construction materials) on which Rialux products are installed by structural movement, which leads to failure such as movement, cracks or weakening of the wall, the foundation or the building.
- G) Improper maintenance such as failure to conduct reasonable regular maintenance to prevent the build-up of dirt, mildew, coloring substances, pollution, exposure to chemicals or incompatible cleaning agents
- H) Damages caused by animals or insects
- I) Vandalism or intentional damage
- J) Inadequate shipping and handling
- K) Normal wear and tear
- L) Exposure to the sun's ultraviolet rays and extreme weather and atmospheric events, which will cause any colored or painted surface to fade, darken, chalk, or build up a layer of dirt or stains
- M) Any claim under this Limited Warranty where the Owner or Transferee, if applicable, deliberately or negligently misrepresents or withholds any material fact.



## **5. NO LIABILITY OR COVERAGE OUTSIDE TERRITORY**

RIALUX does not provide any warranty for Aluminum Siding purchased in Canada or in the United States, whether by the Owner or by any other party, that are installed elsewhere than in Canada or the United States. Also, RIALUX does not provide any warranty for Aluminum Siding purchased in the United States, whether by the Owner or by any other party, that are installed elsewhere than in Canada or the United States.

## **6. LIMITED TRANSFERABILITY OF LIMITED WARRANTY**

The Limited Warranty for your Aluminum Siding provides coverage to the original Owner of the Aluminum Siding. The original Owner may transfer this Limited Warranty during the Product Lifetime to the individual purchasing from the Owner the property on which the Aluminum Siding are installed (the 'Transferee'), in accordance with the terms set out in this section. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property.

To validly transfer the Limited Warranty from the Owner to a Transferee during the Product Lifetime, the Owner must complete the transfer as follows:

- A) The new owner must register their transfer of ownership by filling out the online form on the warranty page at RIALUX.com, within 30 days of the completion of the real estate transfer.
- B) The transfer request must attach the original Contract for the Aluminum Siding, and / or a copy of the property transfer documents.
- C) A Transferee is then considered an Owner for the purposes of this warranty. A Transferee may transfer to another Transferee by complying with the Owner requirements set out above.

## **7. NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES**

The Limited Warranty provides coverage only for certain limited damage to Aluminum Siding that is directly caused by a manufacturing defect that significantly affects performance of the product.

IN NO EVENT SHALL RIALUX OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you in those jurisdictions.

## **8. SEVERABILITY**

Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.



## 9. NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows RIALUX the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

- A. Register for their warranty (if not already done)
- B. Fill in a warranty claim form on the warranty page at RIALUX.com within 30 days of becoming aware of the alleged concern including:
  - a. A valid contract of purchase and installation for your Aluminum Siding, which must identify that the Aluminum Siding are RIALUX Aluminum Siding, the model of RIALUX ALUMINUM SIDING, the quantity purchased and the date of original purchase.
  - b. The required clear colour photos as detailed in the survey information.
- C. Provide RIALUX and its representative(s) with access to all of the RIALUX Aluminum Siding in question, the property, and both the outside and inside of the property upon which the property was installed for the purpose of investigating the claim, if RIALUX requests access. This request may include physical inspection of the property surface, taking sample Aluminum Siding and photographing the property surface and the attic space, should RIALUX determine that such information is needed. RIALUX reserves the right to require the Customer to pay the cost of shipping the materials required to process the claim.
- D. If the Owner fails to send in all requested information or does not otherwise comply with these steps, there may be a delay in response to the claim, and RIALUX is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.
- E. RIALUX will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim. Upon determining the amount of warranty coverage, RIALUX will notify the Owner of the amount of warranty coverage.

## 10. COLLECTION, USE AND DISCLOSURE OF INFORMATION

RIALUX will collect, process, use and store your Personal Information during your warranty claim in accordance with RIALUX's Privacy Policy, a copy of which is available on RIALUX.com.

## 11. DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY.

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of RIALUX. There are no other warranties that extend beyond the Limited Warranty described in this document. RIALUX will not be liable for any oral statement or other written statement about any RIALUX ALUMINUM SIDING, whether such statements are made by a RIALUX agent or employee, or any other person. RIALUX does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this Limited Warranty.

**EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, AND EXCEPT TOWARDS RESIDENTS OF QUÉBEC FOR DAMAGES RESULTING FROM RIALUX, ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES OWN ACT, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST RIALUX OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**



## **12. DISPUTE RESOLUTION**

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND RIALUX (INCLUDING ANY OF RIALUX'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE CONCRETE OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. YOU AND RIALUX AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE. TO ARBITRATE AN ACTION AGAINST RIALUX, YOU MUST INITIATE THE ARBITRATION, IN ACCORDANCE WITH THE ARBITRATION ACT, 1991 (ONTARIO), AS MAY BE AMENDED) AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO RIALUX BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, RIALUX WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST RIALUX RELATING TO OR ARISING OUT OF THE ALUMINUM SIDING, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE ALUMINUM SIDING.**

