Product Warranty

Products.
This limited warranty covers Dolly Varden T&G. The warranty is extended to the original homeowner or building owner only, from the date of completed installation.

Terms of Warranty.
Subject to the limitations and exclusions set forth in this warranty, Shakertown Corp warrants to the original owner that the Dolly Varden T&G is free from manufacturing defects that would adversely affect the normal performance of the siding. The pro-rata warranty period for Dolly Varden T&G is 25 years.

Remedies.
If warranted Dolly Varden T&G fails within the warrantable period due to manufacturing defects, Shakertown Corp, at its sole election, will furnish replacement panels or refund a pro-rata portion of the amount the original owner paid for the panels.

The pro-rata refund works as follows:
Within the first year of the Warranty Period, Shakertown will pay 100% of the original cost of the damaged panels, described under Terms of Warranty. During the remaining Warranty Period, Shakertown will pay a pro-rata share of the original costs of the damaged panels, based upon the percentage of the Warranty Period remaining.

Limitations and Exclusions from Warranty. Shakertown's only obligation under this Limited Warranty shall be to replace such quantity of the Dolly Varden T&G as is proven to be defective by reason of manufacturing defect.

This warranty does not cover:
1. Improper installation. All Dolly Varden T&G must be applied in accordance with manufacturer's recommendations and those described in the Uniform Building Code.

2. Improper use. Any panels not used for normal wall applications.

3. Ancillary costs. The costs of any tear-off, installation, vents, flashings, underlayments, fasteners or any other related materials.

4. Acts of God. Product failure caused by hurricane, tornado, lightning, flood, fire, falling objects, civil commotion, or acts of God.

5. Structure failure. Product failure caused by settling, warping or distortion of the building.

6. Neglect. Product failure due to improper handling, use, or maintenance, including the buildup of moss, dirt and other debris.

7. Modifications. Product failure due to repairs or alterations of walls after initial installation.

8. Color. Dolly Varden T&G is made from natural wood, of which Shakertown has no control in the natural color hues or variances.

9. Other products. Product failure caused by flashings, vents, underlayments, skylights, solar heating apparatus, paints, coatings, solutions, etc.

10. Consequential Damage. Any damage of any kind whatsoever, including damage to the interior or exterior of the building.

11.. Damages of any kind suffered by anyone other than the original owner.

12. Factors beyond the manufacturer's control. The serviceable life of siding materials may be affected by climate index, installation practices, proper maintenance, ventilation, underlayments and other conditions which affect wear and tear.Shakertown is not responsible for these factors causing product failure or damage.

SOLE WARRANTY.

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. NO REPRESENTATIVE, EMPLOYEE OR AGENT OF SHAKERTON CORP, OR ANY OTHER PERSON, HAS AUTHORITY TO ASSUME FOR SHAKERTOWN CORP ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH PRODUCT BEYOND THAT SET FORTH ABOVE. IN NO EVENT, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE OR FOR ANY OTHER CAUSE, WILL SHAKERTOWN BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

Notification of Claims.
Claims pursuant to this warranty must be submitted in writing, together with proof of purchase, installation dates, and applicable maintenance records, to the Shakertown Corp address set out below, within 30 days after discovery of the failed panels. Shakertown, within a reasonable length of time of notification of failure, will investigate the claim, and, if Shakertown determines that any defects are covered by this warranty, Shakertown will resolve the complaint in accordance with the terms of this warranty within a reasonable amount of time. Shakertown Corp will not be liable for unauthorized replacement or the cost of replacement incurred prior to written acknowledgment by Shakertown that it will replace the defective panels.

If you have any questions regarding this or any other topic, please call toll free: 1-800-426-8970.

SHAKERTOWN
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