

PREPARING FOR YOUR SIDING PROJECT

Working together for a successful project

Preparing Your Home, Project Documents, Homeowner Responsibilities

Complete Critical Forms: Confirm you have signed, submitted, and received all critical forms for your siding project. Please reference the list below.

- Sales Proposal with signed approval, electronically or written
- Material Choice/Color Selections
- Preparing for Your Siding Project document
- Workmanship Warranty
- Manufacturer, prefinisher, and coating warranties applicable to your selected products and finishes
- **Color Selection:** Your sales representative will assist in obtaining color samples and your color selection. Samples can be provided by your representative, or you may schedule a visit to our office to select colors. Please call our office prior to arriving to confirm sample availability. Availability, lead time, and product pricing can vary depending on material and color selections. *Your project will not be placed in the queue for scheduling until color selections are received by our office. Please make sure your siding color is listed on your sales proposal. The texture, size, and color of each line item must be filled in.*
- **Finishes.** Factory-finished products such as James Hardie ColorPlus carry the manufacturer's own finish warranty. Primed product painted in the field, and any product finished by a third-party prefinisher, is warranted by the coating manufacturer or that finisher. Those warranty terms, including their duration, are provided with your project documents and differ from 5280 Exteriors' workmanship warranty. Please review them before signing.
- **Trim back landscaping** at least 24 inches from the work area prior to the project start date. *Note: If 5280 Exteriors is required to perform any trimming, an hourly fee of \$80 will apply and be billed upon completion. 5280 Exteriors will not be liable for any damage resulting from these requirements not being met.*
- **Secure all pets** during your project for the safety of your pets and our workers. *Pets cannot be left loose in the yard or in the home.*
- **Turn off lawn sprinklers** for the duration of your installation to prevent spraying areas that may have new sealants applied.
- **Electricity will be required** during installation. Please notify your project manager or foreman of available outlets that can be utilized for our equipment. *Grounded outlets are required to prevent damage to the electrical system or any equipment. 5280 Exteriors is not responsible for any damage resulting from faulty, damaged, or outdated electrical outlets or wiring.*
- **Deliveries.** Over the duration of your siding project there are potentially several deliveries made to the property. Depending on your job scope and size, you may experience material, dumpster, and portable toilet deliveries. Please coordinate placement locations with your project manager or project coordinator prior to the delivery date, and ensure all vehicles are parked in an accessible location, as deliveries often need to be placed in the driveway and can block access.
- **Scope changes** (colors, material type, quantity) must be placed within *24 hours of the pre-construction meeting and require an approved change order.* If changes are placed after the 24-hour period, changes may not be able to be made and/or additional fees may apply.

- **Clear work areas** of personal items including hoses, planters, outdoor furnishings, window coverings, indoor furnishings, pictures, and fragile items that may be affected by the installation process. Please have cars parked in the garage or away from the house. *5280 Exteriors is not responsible nor takes liability for damages of any personal property resulting from work within normal job scope practices.*
- **Sheathing** will be inspected upon siding removal. Any damaged sheathing, or sheathing not meeting the 7/16" thickness required per Hardie installation guidelines, will require replacement. If replacement is required you will receive notification followed by a change order reflecting material quantities and total labor/material cost. Determining whether conditions and Hardie installation requirements are met is solely at the discretion of 5280 Exteriors. *Written or electronic approval for the change order will be required prior to the project proceeding.*

Siding Workmanship Warranty

Limited Warranty

5280 Exteriors (Exquisite Windows, Inc.) warrants that its siding installation services provided shall be free from material defects exclusively as provided herein. The duration of 5280 Exteriors' warranty is one hundred twenty months following the date its work is Substantially Completed as defined in your contract (the "Warranty Period"). Homeowner must commence all warranty claims that it may have against 5280 Exteriors within the Warranty Period or shall otherwise be forever barred from instituting any cause of action therefor. Homeowner releases 5280 Exteriors from all liability for workmanship and material defects after the Warranty Period. 5280 Exteriors shall not be responsible for any: (a) damage due to ordinary wear and tear, misuse or abusive use, abnormal stress or use contrary to any instruction issued by 5280 Exteriors or the manufacturer of the goods/products installed, including any cleaning agent, solvent, or chemical applied contrary to the instructions of the manufacturer or finisher; (b) defects that are the result of characteristics common to the materials used and aesthetic matters, including color and grain variation; (c) loss, injury, or damages caused in any way by weather, elements, fire, animals/insects, porosity of brick/mortar, shifting soils/foundations, foreign objects, or structural, building, and design issues that were not addressed as part of 5280 Exteriors' work, including without limitation insulation, chimneys, gutters, gutter accessories, out-of-plumb or out-of-plane wall conditions, and carpentry work; (d) Homeowner's neglect or negligence or failure to maintain, including failure to perform the maintenance required by any applicable manufacturer, finisher, or coating warranty; (e) water leakage where 5280 Exteriors installed materials over existing materials; (f) damaged, cracking, chipping, blistering, fading, chalking, or peeling caulking, sealant, paint, stain, or other coatings or finishes; (g) defects in goods, materials, and products, including factory-applied, shop-applied, and prefinisher-applied finishes; or (h) any portion of 5280 Exteriors' services that have been reconstructed, repaired, or altered by anyone other than 5280 Exteriors or its authorized representative or which were constructed using materials not obtained from 5280 Exteriors. 5280 Exteriors' warranty is not transferable and shall terminate upon Homeowner's resale or transfer of the property. 5280 Exteriors' liability under this warranty is limited to an amount equal to Homeowner's payments to 5280 Exteriors. 5280 Exteriors' liability under this limited warranty is fully discharged, in 5280 Exteriors' sole discretion and at its expense, by either (a) repairing or replacing any defective services, or (b) crediting or refunding the cost of such defective services as charged to Homeowner (i.e. less any applicable discounts, rebates or credits). 5280 Exteriors shall not be liable for consequential, indirect, incidental, special, exemplary, and punitive damages (including but not limited to loss of time, inconvenience, commercial loss, and losses to other improvements and personal property). This limited warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all the representations made by 5280 Exteriors and all other obligations or liabilities respecting the project.

Products, Materials, and Finishes

This Limited Warranty covers 5280 Exteriors' installation workmanship only. All goods, products, and materials installed, including any paint, stain, coating, or other finish applied by a manufacturer, prefinisher, or other third-party applicator — whether applied before or after delivery to the project, and whether arranged by 5280 Exteriors or by Homeowner — are warranted solely by their respective manufacturers, finishers, or applicators under the terms of those parties' own warranties. Those warranties are separate from and independent of this Limited Warranty, are the sole source of coverage for the products and finishes they address, and may carry durations shorter than the Warranty Period stated above.

Where 5280 Exteriors or its subcontractors apply a paint, stain, or other coating in the field, 5280 Exteriors is the applicator and not the manufacturer of that coating. 5280 Exteriors warrants only the workmanship of its application, including surface preparation and application in accordance with the coating manufacturer's written instructions, for a period of twenty-four months following the date its work is Substantially Completed. The coating product itself, including its adhesion, color retention, fade, chalking, and film performance, is warranted solely by its manufacturer.

5280 Exteriors is not the warrantor of any product, material, or finish and assumes no obligation beyond assisting Homeowner in submitting a claim to the responsible manufacturer, finisher, or applicator. 5280 Exteriors makes no representation as to whether any such claim will be accepted. Copies of applicable manufacturer, finisher, and applicator warranties are available upon request and, where provided to 5280 Exteriors, are delivered to Homeowner with the project documents. Homeowner is responsible for reviewing those warranties and for performing the maintenance they require.

5280 EXTERIORS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF WORKMANLIKE CONSTRUCTION, IMPLIED WARRANTY OF HABITABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY. Implied warranties that cannot be disclaimed are only valid for the duration of the Warranty Period. This Limited Warranty gives you specific rights, and you may also have other rights which vary by state.

For this Limited Warranty to be valid, you must:

- Pay all amounts due under the contract and retain proof of payment
- Retain a copy of the original signed contract

5280 EXTERIORS

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