

Congratulations on your purchase of Beach House Shake!

Beach House Shake is designed to provide the beauty and look of natural cedar shingles without the discoloration, deterioration, and ongoing maintenance of natural cedar. In other words, Beach House Shake offers you “Beautiful Freedom”.

As a new owner of Beach House Shake, we are pleased to provide our industry-leading 20-Year Beautiful Freedom Limited Warranty set forth below – covering both product and labor – for a full twenty years from your original date of purchase. This limited warranty is provided in addition to our standard 50-Year Performance Plus Limited Warranty.

20-YEAR BEAUTIFUL FREEDOM LIMITED WARRANTY

Derby Building Products, Inc. (“Derby”) warrants, for twenty (20) years from date of original purchase, and for single-family residential installations only, that Beach House Shake, protected by a KAPGUARD[®] with Kynar[®] coating, (“Product”) shall not change color due to light and weathering exposure. A single-family residential installation is installation on a dwelling for living space for one family. Installations on commercial use buildings and multi-family dwellings are not covered by the warranty. Color change is measured by a color change of more than 3 Delta E (CIE) units.

This warranty is not transferable beyond the original end user purchaser of the Beach House Shake (the “Purchaser”).

Remedies for Breach of Warranty: In the event of breach of Derby’s 20-Year Beautiful Freedom Limited Warranty, Derby will, at its option, and as the sole and exclusive remedy available for warranty breach, either (a) repair, replace or coat the Beach House Shake which is not in compliance with the warranty, or (b) refund the amount paid for the Beach House Shake by the original purchaser of the Product, plus an amount for labor as determined by Derby in its sole discretion or (c) provide replacement for the Beach House Shake which is not in compliance with the warranty plus an amount for labor as determined by Derby.

Exclusions from 20-Year Beautiful Freedom Limited Warranty Coverage: The warranty does not cover damage or color change caused by exposure to chemical products or incompatible cleaners such as petroleum solvents, aromatic solvents, esters, alcohols/isopropyl alcohol and lacquer thinner, acetone, ketones, paint remover, bleach, citrus-based cleaners, trisodium phosphate, and sunscreen or lotions.

In addition, all of the exclusions to the 50-Year Performance Plus Limited Warranty also apply to this 20-Year Beautiful Freedom Limited Warranty. See 50-Year Performance Plus Limited Warranty for detailed exclusions.

If paint or other coating materials are applied to the Product, this warranty will be voided.

Procedure for Making a Claim under this Warranty: The Purchaser must submit a warranty claim in writing to Derby within the warranty period and within 30 days after the color change is discovered. You are required to submit the following: a description of the claimed color change and the date the color change was discovered; the date of the original installation, pictures of the Products which are not in compliance with the warranty, and the invoice for the purchase of the Products and for the installation to warrantyinfo@derbybp.com or by mail to:

Derby Building Products Inc.
160 des Grands-Lacs
Saint-Augustin-de-Desmaures
QC, Canada G3A 2K1
Attn: Claims Manager

Derby will contact you if any additional evidence and/or information is necessary to process the Warranty claim. Depending upon the specifics of the claim, it may be necessary to send a sample of the Product which is in breach of the warranty. Derby will analyze such Product sample and determine the validity of the claim. Derby may also, at its expense, delegate one of its representatives to inspect the Products on-site.

EXCLUSIVE WARRANTY AND REMEDIES

THE WARRANTIES AND REMEDIES SET FORTH ABOVE, AND THE 50-YEAR PERFORMANCE PLUS LIMITED WARRANTY ARE THE ONLY WARRANTIES AND REMEDIES FOR THE PRODUCTS. DERBY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STATE OR PROVINCIAL LAW MAY PROHIBIT THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, IN WHICH CASE THE PERIOD OF TIME FOLLOWING THE SALE THAT A CONSUMER MAY SEEK A REMEDY UNDER SUCH IMPLIED WARRANTIES WILL BE THE MINIMUM AMOUNT OF TIME REQUIRED BY STATE OR PROVINCIAL LAW. IF IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER STATE OR PROVINCIAL LAW, THE REMEDIES SPECIFIED ABOVE FOR EXPRESS WARRANTIES WILL APPLY TO CONSUMERS FOR THE REQUIRED DURATION OF THE IMPLIED WARRANTY.

DERBY IS NOT LIABLE FOR A BREACH OF ANY OTHER WRITTEN OR ORAL EXPRESS WARRANTIES, SUCH AS THOSE, IF ANY, GIVEN TO PURCHASER BY DEALERS, CONTRACTORS, APPLICATORS OR DISTRIBUTORS OF THE PRODUCTS. DERBY HAS NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS WARRANTY AND 50-YEAR PERFORMANCE PLUS LIMITED WARRANTY.

LIMITATION OF DAMAGES

DERBY WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PURCHASE OF THE PRODUCTS OR USE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO PROPERTY, THE BUILDING OR ITS CONTENTS, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF DERBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DERBY'S LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT EXCEED THE PURCHASE PRICE OF SUCH PRODUCT FROM DERBY.

IF YOUR PLACE OF RESIDENCE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty is effective for Products purchased on or after July 12, 2021.

Please contact Derby at warrantyinfo@derbybp.com for the warranty which is applicable to Products purchased prior to July 12, 2021.