

VISTA CLAD SYSTEM COMPONENTS LIMITED WARRANTY



Interpretation

For ease of reference, the following definitions are used in this VistaClad System Limited Warranty:

- (a) "commercial application": the installation of the VistaClad system components other than in a single-family residence;
- (b) "Eva-Last®": Eva-Last Hong Kong Limited;
- (c) the "purchaser": the owner of the premises where the VistaClad system components, as purchased by the owner from an authorized Eva-Last® reseller, have been installed;
- (d) "residential application": the installation of the VistaClad system components in a single-family residence;
- (e) this "warranty": this Limited Warranty.

Introduction:

It is natural and expected for any material in an exterior application to age and exhibit the effects of normal wear and tear. This process begins as soon as the material is installed and exposed to sun, rain, snow, salt-spray, etc. The lifespan of each VistaClad system component is determined by the characteristics of the component and environmental factors, including the quality and workmanship of the installation, the local weather conditions, the intensity of received sunlight, pollution, application or usage, traffic volumes, cleaning, care, and appropriate periodic maintenance. The VistaClad system components covered by this warranty have certain characteristics and specifications. It is Eva-Last®'s commitment that any VistaClad component supplied conforms to these characteristics and specifications, while it is the purchaser's duty to evaluate these characteristics and specifications against the specific application and environment. Eva-Last® offers the purchaser of the VistaClad system limited product warranties on the system components, relating to; manufacturing integrity, conformance to published specifications, and conformance to published assessments, subject to the terms and conditions set out in this warranty.

Effective date

This warranty is effective from, and applicable to, all purchases of VistaClad products by a purchaser after, 1 January 2024.

Obvious manufacturing defect warranty

Every VistaClad system component has a patent defect warranty. Eva-Last® warrants that your VistaClad system component will be free from obvious manufacturing defects when purchased. If your newly purchased product has a defect, keep the defective product in its original condition and contact the supplier where the goods were purchased to replace your defective products.

Eva-Last® VistaClad system components limited warranty

Eva-Last® warrants the manufacturing integrity of VistaClad system components and that the VistaClad system components will be suitable for the specific purposes intended, after installation and assembly, for the warranted period, to the extent defined in the table below provided that the VistaClad system has been installed in compliance with the Eva-Last® guidelines available on www.eva-last.com. For the warranty specific to a VistaClad profile, refer to the applicable material warranty for that material, for example, Infinity or Apex warranties.

Component	Warranty duration - residential	Warranty duration - commercial
VistaClad Clip Strips	20 years	10 years
VistaClad aluminium trim and corresponding nylon adaptors	10 years	10 years

Eva-Last® warrants that during normal use VistaClad system components will not:

- Flake, peel, or corrode.
- Become inherently unsound.
- Deform, aside from taking the form of the surface or structure on which the product is installed.
- Delaminate or peel.
- Suffer attack by termites or insects.
- Exhibit mould or fungal decay.

VistaClad Aluminium Trim Fade Resistance

In normal usage, in the application described by the relevant installation guide, Eva-Last® warrants that the VistaClad system aluminium trim colour will not fade more than 5 Delta E (CIE) Units for a period of 10 (ten) years from the date of original purchase.

Conditions

In certain cases, the VistaClad system may not meet the requirements of a local regulation. For example, some regions have more stringent requirements for peak wind loads due to the frequency and severity of storms in that region. Characteristics, specifications, and assessments are provided to enable an assessment of the specific VistaClad system configuration against any specific requirement. This warranty provides that the VistaClad system components and the system as a whole when installed according to the applicable installation guide(s) conform to the published characteristics, specifications, and assessments provided by Eva-Last®. This warranty does not warrant that Eva-Last® has conducted an assessment of the purchaser's specific environment and application. This warranty does not warrant that the VistaClad system or the VistaClad system components will be suitable for the purchaser's application or environment, except where provided for where the application and environment are consistent with independent assessments provided. When a characteristic, specification, or assessment provides for the use of a VistaClad system configuration in a particular environment and application, this does not mean that the VistaClad system is impervious in that application for the warranty period. For example, the system and installation may be suitable, compliant with regulations, and function as intended, but this does not warrant this specific installation against damage caused by external events such as storms.

These conditions are not to be interpreted to state that the VistaClad system cannot or should not be used in other environments. This should be subject to a typical informed assessment from a suitably qualified and competent designer and may be allowable, or may be allowable under more stringent modification of the relevant limiting installation factors to enable a safe, compliant, and long-term successful implementation of the system. Reciprocally, these conditions do not imply that conformance to local building regulations automatically satisfies each significant requirement for a safe and long-term successful implementation of the VistaClad system. Including and in addition to the above broad principle-based conditions, this warranty is only valid if the following conditions are also specifically met:

- Installation in an application or use described in the current version of the relevant installation guide available at www.eva-last.com at the time of installation.
- Installation according to the principles described by the relevant installation guide current at the time of installation.
- Maintenance according to the instructions provided in the VistaClad cleaning and care guide current at the time of cleaning.
- Implementation of any additional installation requirement, periodic maintenance, or inspection schedule specified by the competent person who assessed the application or environment.

Exclusions and limitations

- This warranty excludes any incidental loss, loss of time, loss of profit, incidental costs, and any cost arising from the negligence on the part of any person not employed by Eva-Last®.
- This warranty excludes the cost of installation, removal of debris/waste, disposal, installation, reinstallation, transportation, freight, and taxes including taxes arising from honouring a valid warranty claim.
- Eva-Last® does not warrant against any characteristic, normal feature, or quality of a VistaClad system or its components. For example, a very light-coloured VistaClad system component may require more frequent cleaning.
- It is normal and expected for there to be colour variations between VistaClad aluminium trim components due to variability in the manufacturing process and normal fading due to UV exposure. Therefore, colour inconsistency between samples or weathered VistaClad aluminium trim and new or replacement VistaClad aluminium trim is not a defect and is specifically excluded from this warranty.
- It is normal and expected that the back and edges of the VistaClad cladding profiles, VistaClad clip strips, and nylon adaptors are not prepared or designed to be resistant to fade or suitable for direct sunlight exposure. Fade resistance and colour change variation on these components are excluded from this warranty.
- It is expected that darker, solid colours have a higher surface temperature when exposed to sunlight and lighter colours have a cooler temperature. This is not a defect and is specifically excluded from this warranty.

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- Although insects are unable to eat, burrow into, or nest in a VistaClad system component, it is possible for insects to nest on a VistaClad system component. This is not a defect and is specifically excluded from this warranty.
- Although VistaClad system components are resistant to the growth of mould, mildew, and fungi, they cannot prevent mould, mildew, and fungi growth upon organic debris resting on or trapped in the VistaClad system component. Such mould, mildew, and fungi can create chemical by-products which may discolour or damage the VistaClad system component over time. In both cases, this is not a defect and is specifically excluded from this warranty.
- Surface wear, scuffs, scratches, minor degradation, minor colour variation, variations in the gloss or reflectiveness of the surface layer, and polishing or abrasion caused by traffic are typical effects of normal usage of VistaClad system components and are excluded from this warranty.

Eva-Last® does not warrant against:

- Improper installation of your VistaClad system.
- Use of VistaClad system outside normal use, or in an application not contemplated in the applicable product installation guide or local building regulations at the time of installation.
- Installation of VistaClad system components which exhibit obvious manufacturing defects but are installed despite those defects, including undesired colour variation.
- Movement, distortion, collapse, or settling of the ground or the supporting structure on which the VistaClad system is installed.
- Damage caused by installing VistaClad system components on an unstable surface or structure.
- Damage caused by any natural disaster such as a flooding event. Damage caused by the VistaClad system to another component or structure, including dampness, moisture, or flooding damage including damage to vapour barriers and the like.
- Damage to the VistaClad system or another component or to a structure caused by fire.
- Damage caused by harsh or corrosive chemicals or cleaning agents, such as abrasive compounds, paints or stains, solvents, metallic rust, strong acids, or strong bases including alkalis, including cementitious substances.
- Staining from substances that are not normally used on surfaces in a household or office, for example: grease, oil, bitumen, rubber, ink, etc.
- Staining caused by exposure to unfixed pigments or unfixed dyes, such as those in fabrics, carpets and mats, book covers, magazines, newspapers, and plastics.
- Damage caused by foreign substances identified as resulting in a severe effect on the surface of VistaClad system components in the applicable technical data sheet compatibility chart available on www.eva-last.com.
- Damage caused by adhesives, paints, stains, or coatings applied to the surface of VistaClad system components.
- Damage due to punctures or cuts. Hard edged tools should not be used on the surface of the product.
- Damage caused by unusual energy sources, including fire and reflected sunlight from low-emissivity glass or any other abnormal level of energy applied.
- Damage caused by improper handling, transport, storage, abuse, or neglect of the VistaClad system component by the purchaser or third parties.
- Damage caused by construction activities or construction trades.
- Damage caused by accident or intention.
- Damage, including cracks, caused by impact from objects.
- Damage caused by factors that are beyond the reasonable control of Eva-Last®.
- Damage caused by any fixings or accessories not supplied by Eva-Last® or any damage attributable to the use of an inappropriate fixing or unsuitable fixing methodology.
- Damage caused by fabrication or remanufacturing by any party.
- Damage caused by applying abnormally high loads.
- Damage caused by failure to properly and promptly clean any affected area as specified in the applicable cleaning and care guide(s).
- Uneven fading or wear in your VistaClad system component caused by variations in sunlight exposure or traffic levels, such as doorways.
- Damage caused by loads or conditions exceeding the design loads indicated in your local applicable building codes or any applicable Eva-Last® installation guide, or any applicable assessment provided by Eva-Last®, whichever is more stringent.
- Claims for damage due to any circumstance or cause other than normal use is specifically excluded from this warranty.

Transferability

The rights of the purchaser arising from the undertakings in this warranty are personal rights solely in favour of the purchaser. This warranty is not capable of transfer, cession, or assignment to any other person or entity including any successor-in-title to the property where the VistaClad system components have been installed.

Amendment or alteration

This warranty shall not be amended or altered. If a VistaClad system component is moved to a new installation site, it loses all warranties.

Limitation of Liability

Eva-Last® gives no warranty or undertaking whatsoever as to the application of any and all VistaClad system components, including but not limited to determining the suitability of the VistaClad system components for such application and/or compliance with all relevant building or safety codes aside from the aforementioned conformance to published characteristics, specifications, and assessments.

Eva-Last® shall not be bound by any statement or representation as to the quality, manufacturing integrity, characteristics, specifications, and/or use of the VistaClad system components not contained in this warranty or published publicly by Eva-Last® prior to the initial purchase of the products. No person or entity is authorised by Eva-Last® to make such statements or representations.

Eva-Last® is solely the distributor and seller of the VistaClad system components and its liability is limited to the patent defect, manufacturing integrity, and conformance to specifications of the VistaClad system components as set out above. As such, Eva-Last® has no liability whatsoever as may be associated with the risks of construction of the base structure upon which the VistaClad system is placed and installed. In this regard, it behoves the purchaser to take the necessary steps to ensure the safety of all persons involved in the construction and installation of the VistaClad system components, including but not limited to:

- Planning construction and installation sufficiently beforehand.
- Wearing/using suitable safety equipment.
- Working in appropriate environmental conditions.
- Ensuring that, where necessary, any design or inspection is undertaken by a suitably qualified or competent person.

If your VistaClad system component exhibits signs of failure, damage, or degradation, it should be replaced or repaired immediately or not installed as it may otherwise become a safety hazard.

Notification of a claim

In the event that any manufacturing, fade resistance, or stain resistance defect becomes manifest, the purchaser shall give written notice of such defect by completing the warranty claim form available on www.eva-last.com (the Notice of Claim) and forwarding same to Eva-Last®. In addition, the purchaser is required to submit the date and proof of purchase, photographs of the defective products, and a detailed written description within thirty (30) days following the discovery of such defect. No claim under this warranty shall be entertained after the said period of 30 days. Failure to submit the notice of claim within 30 days will result in warranties express or implied being of no further force and effect.

Eva-Last® will confirm receipt of the notice of claim whereafter a consumer support team member will contact the purchaser to begin the claim process. When a claim is submitted, it must be evaluated using evidence gathered where the VistaClad system components have been installed and it may be necessary to gather additional information from the installation site following the initial complaint.

Failure to cooperate, including but not limited to, preventing the warranty claim from being investigated or adjudicated, will result in the termination of this limited warranty. If a valid warranty claim is approved, Eva-Last® will have a reasonable time after the approval to finalise the claim, or to recommend the implementation of reasonable corrective action. No warranty claim will be entertained if the VistaClad system component is removed from the site or altered in any manner before an assessment and subsequent adjudication can take place.

Upon confirmation of a valid warranty claim, Eva-Last®, at its sole opinion, will either provide an authorised repair of the defective products, replace the defective products, or refund a portion of the purchase price paid by the purchaser for such defective product, prorated as per the warranty schedule applicable for the application. Replacement material will be as close as possible in colour, design, and quality to the original material as reasonably possible. However, Eva-Last® does not guarantee an exact match as colours and designs may change.

Limitation of Liability

Eva-Last®'s sole liability arising out of this warranty is to repair or replace the defective products, or to refund the purchase price or a portion thereof. In all events, Eva-Last®'s liability is limited to the purchase price paid by the purchaser for the defective products. Eva-Last® shall not be liable under any circumstances for indirect or consequential damages of any nature whatsoever. It is accepted that in certain jurisdictions, it may not be lawful to exclude warranties implied by law. In such event, the terms, conditions, and exclusions set out in this warranty will apply to the full extent permissible by law.