



Excelsior Industrial Park, P.O. Box 99, Blandon, PA 19510-0099

Cemtrim[®]
Boards

10 Year Limited Transferable Product Warranty

1. LIMITED WARRANTY: Subject to the terms and conditions of the warranty, the Manufacturer warrants (for the installation in the U.S. and Puerto Rico) that when manufactured **Cemtrim**[®] products ("the Product") comply with ASTM C1186, as Grade II, Type A and were free from defects in material and manufacture. When used for its intended purpose, properly installed and maintained according to the manufacturer's published installation instructions, the Product is covered during the "warranty period". The "warranty period" means 10 years from the purchase date, so long as the Original Owner owns the property on which the Product was installed. If, however, the Original Owner sells or otherwise transfers any interest in the property during his or her lifetime, the warranty period will end on the sooner of (a) the date of any further transfer by the Original Owner's first transferee or (b) 10 years from the original purchase date. The "Original Owner" means the owner of the property when the Product was purchased, and the term "Owner" means the Original Owner, or any transferee covered by the warranty pursuant to this section.

If the Product proves to be subject to any defects in materials and workmanship or does not retain its structural properties under normal use and service, as defined by the manufacturer's published standards, during the Warranty Period, the manufacturer will, at its sole option, (i) replace or repair the defective Products or (ii) refund the original cost thereof (subject to the provision of appropriate documentation establishing such cost).

Warranty coverage for materials, on all structures other than single family dwellings shall be for a 10-year period only, from the original purchase date, so long as the Original Owner or his or its initial transferee operates the structure. Any additional transfer by lease, sale or otherwise shall end this warranty.

If during the warranty period, any Product proves to be defective, the manufacturer in its sole discretion shall offer to replace the defective Product before it is installed, or, refund the retail cost of the defective portion of the Product, during the first year. During the 2nd through 10th year, Warranty payments shall be reduced by 10% each year such that after the 10th year no Warranty shall be applicable. If the original retail cost cannot be established by the covered person, the cost shall be determined by the manufacturer in its sole and reasonable discretion.

2. CONDITIONS OF WARRANTY: The manufacturer's liability hereunder to the OWNER shall be subject to the following terms and conditions.

- (a) The product must be installed according to the manufacturer's printed installation instructions and all building codes adopted by federal, state or local government agencies and applicable to the installation. Failure to install and finish the product per the manufacture's published instructions may effect Product performance and voids the Warranty
- (b) The manufacturer shall be notified at the address set forth above in writing of any such defect within thirty (30) days after discovery of such defect and prior to any further processing, or other alteration with respect thereto, which time is agreed to be commercially reasonable, such notification to include the location of the defect, a description of the defect and such information as is necessary for the manufacturer to investigate such claim to its reasonable satisfaction and examine the Product installation in question.
- (c) The manufacturer's examination of such Product installation shall disclose to its satisfaction that such defects have not been caused by misuse, neglect, improper installation, repair or alteration, settlement of the structure, or accident.
- (d) The manufacturer's repair and/or replacement of defective Product or granting of a refund, pursuant to Section 1 of this warranty shall be the manufacturer's sole and exclusive obligation with respect to such defect.
- (e) Upon discovery of a possible defect or failure, the owner must immediately, at his, her, or their own expense, provide for protection of all property that could be adversely affected until the defect or failure is remedied.

3. LIMITATION OF WARRANTY: This warranty sets forth the entire agreement of the manufacturer, regarding the manufacturer's liabilities and obligations with respect to the Product. There are no promises, representations, warranties, covenants, agreements, undertakings or guarantees with respect to the Product other than those expressly set forth herein and, in furtherance of the foregoing, no oral or written advice, recommendation, affirmation of fact, description of goods, sample, model, plan or specification, whether or not the same relates to the production or any characteristic of the Product, shall constitute, or be deemed to constitute, a warranty or other guarantee with respect to the Product. This warranty is in lieu of all other express warranties.

Except as to title, all other applicable implied warranties, if any, relating to the Product shall not extend beyond the warranty period. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply.

4. ADDITIONAL EXCLUSIONS: This warranty does not cover damage or defects resulting from, or in any way attributable to: (a) the improper storage, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2(a) of this warranty) or improper installation of studs, coatings, or other accessories; (b) neglect; (c) abuse; (d) settlement or structural movement; (e) damage from incorrect design or construction of the structure; (f) exceeding the maximum designed wind load; (g) improper or lack of an exterior paint or coating; (h) acts of God including, but not limited to, hurricanes, and tornadoes; (i) application of paint removers; (j) lack of proper maintenance; (k) hailline cracks which do not affect the performance or integrity of the Product; (l) any cause other than manufacturing defects directly attributable to the manufacturer; (m) mold, fungi, bacterial growth and/or organisms of any type or nature. Variations within the manufacturer's published production specifications are normal and customary, and shall not be considered defects.

5. LIMITATION OF DAMAGE: Except as expressly set forth in this warranty, in no event shall the manufacturer be responsible or be held liable for special, collateral, indirect, incidental or consequential damages of any kind or nature, including, but not limited to, loss of business or profits, injury or damage to property or persons, inability of owner or any other person to use the Product or any labor or other costs or expenses incurred in connection with the shipping of any replacement Product or the removal of defective Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply.

6. ALTERATIONS AFTER SHIPMENT: The manufacturer shall have no responsibility hereunder for defective Product subject to further processing or alteration after shipment, other than ordinary finishing by the installing contractor, and/or pre-finishing.

7. REFUNDS, SETTLEMENT OF CLAIM: Any refund or credit by the manufacturer pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of the OWNER for damages or other relief.

For claims please send all correspondence to:
Claims Department
10901 Elm Ave
Fontana, CA 92377
or call 1-877-CENPLANK

8. MODIFICATIONS OR DISCONTINUATION OF PRODUCTS: The manufacturer reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

9. ADDITIONAL RIGHTS: This warranty gives you specific legal rights and you may have other rights, which vary, from state to state.

Please fill in all of the information below, including the proper signatures, and retain for your records. This information, along with proof of original purchase price, is needed in order for the manufacturer to process a claim.

Name of Property Owner

Address

Phone Number

City/State

Zip Code

Homeowner's Signature

Date

Installing Contractor or Home Builder

Date of Installation

Product Installed Sq. Ft. Installed

Installing Contractor's or Home Builder's Signature

Date

THIS WARRANTY APPLIES TO PRODUCTS SHIPPED AFTER AUGUST 1, 2002