



LIMITED PRODUCT WARRANTY – SIDING PRODUCTS

In General. This express limited warranty (“Warranty”) covers performance of siding products (“Siding Product”) manufactured by Boral Building Products Inc. (“Boral”). This Warranty does not cover siding manufactured by others, accessory materials, or installation labor provided by others.

Who is Covered. This Warranty extends only to the original residential or commercial owner(s) of the residence or building (“Structure”) on the date the Siding Product is installed (the “Owner”). Coverage under this Warranty shall cease upon the transfer of ownership of the Structure or upon the death of the last original Owner.

Terms of Warranty. Boral warrants that each Siding Product is free from manufacturing defects such that the Siding Product: 1) will not decay due to rot; 2) will not excessively swell from moisture; and 3) will resist termite damage in each case to the extent such properties are proven in the tests set forth in the Boral TruExterior Siding Product Data Sheet, as amended from time to time, which is located at the TruExterior.com website. The duration of this Warranty is twenty (20) years from the date the Siding Products were originally purchased from an approved Boral vendor.

Warranty Exclusions. This Warranty does not apply to any problems with non-defective Siding Product caused by conditions or handling beyond Boral’s control. This Warranty does not cover claims, damage to or failure of the Siding Product resulting from the following: 1) damage to the Siding Product caused during installation; 2) Siding Product not installed in accordance with appropriate local building codes and acceptable trade practices in that specified area; 3) damage caused due to failure to follow painting guidelines provided by Boral; 4) intentional or unintentional misuse of or damage to the Siding Product; 5) damage to Siding Product or structure caused by impact of foreign objects, earthquakes, fire, flood, lightning, ice, tornado, hurricane, windstorm, or any other Acts of God; 6) movement, settlement, distortion, warping or cracking of the Siding Product’s structural supports or accessories used in connection therewith; 7) physical abuse, vandalism, riot, insurrection, improper maintenance, use of incompatible accessories; 8) color fading, color changes or variations of the color hue or physical deterioration of the color for any reasons including, but not limited to pollution, mold, mildew, acid rain, weathering, oxidation, air pollutants, or application of harmful chemicals or vapors to the Siding Product.

Remedies. If Boral finds that any of the Siding Product does not meet the Warranty set forth herein, after inspecting and testing the Siding Product, Boral will furnish at its sole option new Siding Product, free of charge, to replace each defective area of Siding Product or refund the purchase price of the defective Siding Product. These remedies are the Owner’s exclusive remedies for breach of warranty. This express Warranty excludes all costs of labor, installation, reinstallation, freight, taxes or any other charge related to defective Siding Product.

Claims Procedure. To make a Warranty claim, the Owner must: (1) notify Boral in writing within ninety (90) days after the facts on which the claim is based become known, (2) provide Boral an opportunity to investigate and

approve the claim, and (3) provide Boral an opportunity to inspect and test the Siding Product, its installation, and the environment in which it was used prior to removal by the Owner. Warranty claims must be made during the duration of the Warranty. Failure to comply with these notice and inspection provisions shall void this Warranty. Claims may be submitted online at www.boralbuildingproducts.com or by calling 800-521-8486.

Replacement and Product Variations. Boral reserves the right to remove and examine sufficient undamaged Siding Product as well as alleged damaged Siding Product before providing any replacement Siding Product or reimbursement. Boral will attempt to replace defective Siding Product with new Siding Product having the same color and design; however, the exact color or design may no longer be available, and Boral reserves the right to replace the defective Siding Product with Siding Product of similar design and color. This Warranty shall be void if anyone makes repairs or modifications to Siding Product that are not first approved in writing by Boral, except for necessary emergency repairs.

Warranty Limitations. THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF BORAL FOR THE SIDING PRODUCT. BORAL HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE SIDING PRODUCT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BORAL SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This is the entire Warranty between Boral and the Owner with respect to the Siding Product. This Warranty supercedes all prior and contemporaneous agreements, representations, or understandings, whether oral or written, relating to Siding Products. No person, employee, agent or otherwise, is authorized to vary or change the terms of this Warranty, and any statements contained in Boral’s advertising or other printed materials do not constitute a warranty and shall not be binding on Boral except as expressly set forth in this Warranty. Boral reserves the right, in its sole discretion, to modify or withdraw this Warranty, in which event this Warranty will not be applicable to any purchases of Siding Products that occur after the date of modification or withdrawal.

Legal Rights. This Warranty gives the Owners of the Siding Products covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.