LIMITED PRODUCT WARRANTY

This express Limited Product Warranty ("Warranty") covers performance of trim product ("Trim Product") manufactured by Boral Composites Inc. ("BCI"). This Warranty extends only to the original owner of the structure in which the Trim Product is installed ("Qualified Owner").

BCI warrants to the Qualified Owner that each Trim Product will be free from manufacturing defects such that the Trim 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® Trim Product Data Sheet, as amended from time to time, which is located at the BoraTruExterior.com website. The duration of this Warranty is twenty (20) years from the date the Trim Products were originally purchased from an approved BCI vendor. This warranty is conditioned on and subject to the additional terms and conditions set forth below.

To make a Warranty claim, the Qualified Owner must: (1) notify BCI in writing within ninety (90) days after the facts on which the claim is based become known, (2) provide BCI an opportunity to investigate and approve the claim, and (3) provide BCI an opportunity to inspect and test the Trim Product, its installation, and the environment in which it was used prior to removal by the original purchaser. Warranty claims must be made during the duration of the Warranty. Failure to comply with these notice and inspection provisions shall void this Warranty.

If BCI finds that any of your Trim Product does not meet the Warranty set forth herein, after inspecting and testing the Trim Product, BCI will furnish at its sole option new Trim Product, free of charge, to replace each defective area of Trim Product or refund the purchase price of the defective Trim Product. These remedies are the Qualified Owner’s exclusive remedies for breach of warranty. BCI shall not be responsible for labor costs and shall not be liable for any other losses or damages.

Specific Exclusions: This Warranty does not cover (a) damage to the Trim Product caused during installation; (b) Trim Product not installed in accordance with appropriate local building codes and acceptable trade practices in that specified area; (c) damage caused due to failure to follow painting guidelines provided by BCI; (d) intentional or unintentional misuse of or damage to the Trim Product; (e) damage to Trim Product or structure caused by impact of foreign objects, earthquakes, fire, flood, lightning, ice, tornado, hurricane, windstorm, or any other Acts of God; (f) movement, settlement, distortion, warping or cracking of the Trim Product’s structural supports or accessories used in connection therewith; (g) physical abuse, vandalism, riot, insurrection, improper maintenance, use of incompatible accessories; (h) 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 Trim Product. This Warranty also does not cover trim manufactured by others, accessory materials, or installation labor provided by others.

This is the entire Warranty between BCI and the Qualified Owner with respect to Trim Product. This Warranty supersedes all prior and contemporaneous agreements, representations, or understandings, whether oral or written, relating to Trim Products. Statements contained in BCI’s advertising materials do not constitute a warranty. THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY BCI WITH RESPECT TO THE TRIM PRODUCTS. BCI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU LIVE IN A STATE WHERE THE DISCLAIMER OF IMPLIED WARRANTIES IS NOT ALLOWED, THEN THE DURATION OF ANY IMPLIED WARRANTY IS HEREBY LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES. OTHERWISE, THIS WARRANTY IS THE QUALIFIED OWNER’S SOLE AND EXCLUSIVE REMEDY.

BCI 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 Trim Products that occur after the date of modification or withdrawal.

BCI shall in no event be liable under any circumstances for incidental, punitive, consequential, exemplary or other damages, or for any damages to any structure or its contents or its occupants, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. This express Warranty excludes all costs of labor, installation, reinstallation, freight, taxes or any other charge related to defective Trim Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

This Warranty gives the Qualified Owner specific legal rights, and the Qualified Owner may have other rights which may vary from state to state.

For further information concerning this Warranty or to report claims, contact:

BORAL COMPOSITES INC.
ATTENTION: DIRECTOR OF SALES AND MARKETING
200 MANSELL COURT EAST, SUITE 305
ROSWELL, GEORGIA 30076