



## FIBER CEMENT UNDERLAYMENT & BACKERBOARD PRODUCTS

### 20 Year Transferable Limited Product Warranty

1. WARRANTY COVERAGE. Plycem USA LLC (“Plycem”) warrants the Allura™ Backerboard and Underlayment fiber cement products (collectively, herein called “the Product”) for a period of twenty (20) years from the date of purchase of the Product (the “Limited Warranty Period”), for installation within the Continental U.S., the District of Columbia, and Canada, that such purchased Product if used for its intended purpose and properly installed and maintained according to our published installation instructions: (a) will resist damage caused by termite attacks, (b) will resist rot, (c) will remain non-combustible, and (d) will be free from manufacturing defects in material and workmanship. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, (ii) the owner of the property on which the Product is installed, and (iii) the first transferee of the property on which the Product is installed (each a “Covered Person”).

2. OUR OBLIGATIONS. If, during the Limited Warranty Period, the Product is defective in material or workmanship, we will, in our sole and reasonable discretion, **either**: (i) repair **or** replace the defective portion of the Product, **or** (ii) reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product (no labor or other charges shall be paid). If the original retail cost of the defective portion of the Product cannot be established by the Covered Person to our reasonable satisfaction, the retail cost of the defective portion of the Product shall be determined by us in our sole and reasonable discretion. Our repair of the Product, replacement of the defective portion of the Product, or reimbursement to a Covered Person, pursuant to this Section 2 of this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. **WE WILL NOT REIMBURSE OR PAY ANY COSTS OR EXPENSES WHATSOEVER PERTAINING TO LABOR OR ACCESSORY MATERIALS.**

3. CONDITIONS PRECEDENT. Warranty coverage under this Limited Warranty is and shall be subject to the following terms and conditions:

(a) A Covered Person must provide written notice to us within thirty (30) days after discovery of

any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must include: (a) the name, phone number and address of the owner of the property on which the Product was installed, (b) the address of the property on which the Product was installed, (c) The name of the Product or a detailed description, and the date on which the Product was installed, (d) The date when the claimant discovered the problem, (e) A brief description of the problem, and (f) A brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damage or failure to the Product and to the Covered Person’s property.

(b) Shortly after receiving written notice of a claimed defect covered by this Limited Warranty, we will provide the claimant with a Claimant Questionnaire to fill out. This Claimant Questionnaire must be completed, signed and returned by the claimant to us (along with the photographic or other physical evidence requested in the Claimant Questionnaire) within sixty (60) days after the date on which we provided the Claimant Questionnaire to the claimant. A claimant under this Limited Warranty must provide satisfactory proof to us that such claimant is a Covered Person as defined in Section 1 above.

(c) The Product must be installed according to our printed installation requirements and must comply with all applicable building codes adopted by applicable federal, state and/or local governmental authorities.

(d) Upon discovery of a claimed defect, a Covered Person must immediately, and at the Covered Person’s own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow us or our authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from us could possibly void the Product’s Limited Warranty.

4. **EXCLUSIONS FROM COVERAGE.** This Limited Warranty does not cover damage or defects resulting from or in any way pertaining or attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, trim, framing members, wall assemblies or other accessories; (b) Further processing, modification or alteration of the Product after shipping from us; (c) Neglect, abuse, or misuse; (d) Product repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure to which the Product is attached; (g) Exceeding the maximum designed wind loads; (h) Acts of God including without limitation riots, civil insurrections, terrorist acts or threatened terrorist acts, wars, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including without limitation unusual weather or climate conditions); (i) Efflorescence, (j) Peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) cracked or broken tiles (m) Lack of proper storage, handling, shipping or maintenance; or (n) Any other cause whatsoever other than defects in material and workmanship attributable to us.

5. **SETTLEMENT OF A CLAIM.** Any Product replacements or reimbursements made by us pursuant to Section 2, above, shall be deemed a complete and full settlement and release of any and all claims arising hereunder and shall be a complete bar to any claims in any arbitration or litigation related to or arising from any Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or for which a reimbursement has been made.

6. **LIABILITY LIMITATION. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, WE SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR**

**SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS PERTAINING TO: (a) PROPERTY DAMAGE, (b) BREACH OF WARRANTY, (c) BREACH OF CONTRACT, (d) TORT, OR (e) ANY OTHER LEGAL CLAIM OR THEORY.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

7. **WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR OUR PRODUCT COVERED HEREBY. WE HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE.** In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above warranty limitation shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you might possibly have additional rights, which may vary from one jurisdiction to another.

8. **PRODUCT MODIFICATION/DISCONTINUANCE.** We reserve the right to discontinue or modify the Product at any time, and from time to time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, we will, in our sole discretion, fulfill any replacement obligation under this Limited Warranty with a product of equal or greater value.

9. **CHOICE OF LAW.** This Limited Warranty is to and shall be construed under the laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

10. **BINDING ARBITRATION.** By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase or use of any Product covered hereby shall be resolved exclusively by binding Arbitration administered by the American

Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes Supplementary Procedures, if applicable, shall apply. Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. By use and/or application of the Product, the right to a trial by jury or to participate in a class action is and shall be irrevocably waived. This binding agreement to arbitrate and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of law principles thereof. Notwithstanding the provision in the preceding sentence with respect to applicable substantive law, this binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1-16).

11. SEVERABILITY. All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added to this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

12. ENTIRE AGREEMENT. This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary

agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of ours. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AGENTS WILL CREATE ANY ADDITIONAL PLYCEM WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF PLYCEM'S OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.

13. EFFECTIVE DATE. The effective date of this Limited Warranty is January 2, 2017 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date.

14. OBTAINING LIMITED WARRANTY SERVICE. For Limited Warranty service pertaining the Product covered by this Limited Warranty, write Limited Warranty Department, PLYCEM USA LLC, 15055 Woodham Drive, Houston, Texas 77073, email: [warranties@elementia.com](mailto:warranties@elementia.com), or call 1-800-451-2003.