



# Colormax® Warranty

Limited, Prorated and Transferable

## Who and what is covered; How Long

Plycem USA LLC ("Plycem") warrants the original property owner/consumer that the Allura™ ColorMax® Pre-finished coating product (herein referred to as "ColorMax" or "Product") applied on our ColorMax® Pre-finished Fiber Cement Allura™ Siding, when such siding is properly installed and subject to normal handling and use:

Will remain washable with a mild detergent, soft sponge and hose rinse. (Power washing and/or harsh chemical solutions are not recommended and will void the terms of this warranty.)

Will not peel, crack, flake or yellow.

Will not cause discoloration or stains due to chalking on back or other surfaces below coating.

Will not erode to expose the surface of the Fiber Cement Siding.

The duration of the warranty shall be limited to fifteen (15) years ("Warranty Period") from the date of the original application of the ColorMax® coating to our Allura™ Fiber Cement Siding. Subject to the warranty proration provided in the next paragraph below, we will pay to provide replacement coating (i.e., paint) should any manufacturing defect to the ColorMax® coating occur during the Warranty Period, including reasonable labor charges in connection with the removal or repair of existing coating or the application of replacement coating, not to exceed a total labor cost of \$1.00 per square foot. The amount paid by us shall be prorated as indicated in the next paragraph below. As an alternative to paying a prorated portion of the replacement costs, we reserve the right, at our sole option and in our absolute discretion, to refund the amount paid by the original property owner/consumer for the ColorMax® coating, including the cost of the original application of the coating (prorated as indicated in the next paragraph below).

## Warranty Protection

ColorMax® coating applied on our Fiber Cement Siding is covered for the period of fifteen (15) years following the date of completed installation of the Fiber Cement Siding. We will pay 100% of the cost for replacement coating during the Warranty Period up to (but not to exceed) the amount of \$40.00 per gallon. Our maximum liability during the Warranty Period is and shall be equal to the reasonable cost to replace the defective coating at current value, including labor in connection with the removal or repair of the original coating or application of the replacement coating, up to (but not to exceed) a total labor cost of \$1.00 per square foot. Notwithstanding anything to the contrary elsewhere contained, the amount paid by us under this limited warranty will be prorated from years 2 through 15 at 7.14% per year; provided, however, we shall have no warranty payment obligation whatsoever after the 15<sup>th</sup> year. Additionally, our payment pursuant to this limited warranty IS AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY available to a Covered Person (as defined below) with respect to any claimed defect.

## Transferability

This limited warranty extends only to: (i) the original retail purchaser of the Product, (ii) the first subsequent 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"). It may not be transferred to any other person or entity.

## Limitations

This limited warranty does not provide protection against, and we will have no liability under this warranty for, any failure, defect, or damage caused by circumstances and events beyond normal exposure conditions and/or beyond our control, including but not limited to:

Improper transportation, handling or storage of the ColorMax® Pre-finished Fiber Cement Siding by either the installer or the property owner, including but not limited to: failure to keep the material dry, improper drainage, exposure to standing water, inadequate ventilation, excessive stacking weight, or otherwise causing moisture damage, surface contamination, surface defects, efflorescence, chalking, neglect, abuse, or misuse, or other damage.

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Failure of either the installer or the property owner to provide reasonable and necessary maintenance to the ColorMax® Pre-finished Fiber Cement Siding before, during or after its installation, including but not limited to: abrasions from rubbing, scratching, dents, dings or other causes; damage caused by tools, ladders, scaffolding and other job site tools.

Use of the accessories that do not properly receive and/or secure our Fiber Cement Siding.

Improper installation of the siding not in strict adherence with our written instructions in place at the time of the original installation of our Fiber Cement Siding.

Defects in, failure of or damage to the wall or substrate on which the ColorMax® Pre-finished Fiber Cement Siding is installed caused by movement, distortion, cracking or settling of the wall or substrate or the foundation of the building.

Exposure to harmful chemicals, fumes, vapors or outside source stains.

Discoloration, stains or other damage arising from exposure to outside sources such as, but not limited to air pollution (including metallic oxides or metallic particles), harmful chemicals, mold or mildew growth. *(Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, they are not covered under this limited warranty or any implied warranty.)*

Negligence in, or failure to provide reasonable and necessary maintenance of the ColorMax® Pre-finished Fiber Cement Siding (see the Care and Maintenance section of the warranty) including but not limited to: caulking joints, tightening fasteners, removing dirt and other contaminants, touching up damaged areas and other appropriate maintenance.

Failure to remove the film protecting the siding during installation.

Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado, windstorm or other casualty or act of God.

Color change or fading due to weathering, defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which we have no control.

Use of any primer, sealer, paint or other coating applied over the ColorMax® coating that is not recommended or supplied by us regardless of compliance with the primer, sealer, paint or coating manufacturer's recommended application techniques or specifications.

Improper application of any primer, sealer, paint or other coating recommended or supplied by us that is applied over the ColorMax® coating *(primer, sealer, paint or coating-related concerns should be addressed to the manufacturer of the product applied)*.

Vandalism or acts of war.

Any other damage not caused by a defect in the coating or its application.

We reserve the right to discontinue or modify any of its products, including the color, without notice to the property owner, and we will not be liable in the event the replacement material varies in color or gloss in comparison to the original material as a result of normal weathering. If we replace any material under this warranty, we may substitute products designated by us to be of comparable quality or price range if the original material has been discontinued or modified.

### **What the Property Owner Must Do**

If you believe you have a manufacturing defect in the ColorMax® Pre-finished coating covered under the terms of this limited warranty, you must promptly notify us and provide proof of the date of purchase and installation of the ColorMax® Pre-finished Fiber Cement Siding, as well as confirmation of property ownership. Unless you provide such proof, we will use the date of manufacture as the start of the warranty period. In order for us to process your warranty claim, you must provide a detailed written description of the problem and photographs showing the reason for the claim, sufficient for us to act on the claim.

Upon receipt of a properly reported claim, we will evaluate the claim and if a defect covered under the terms of this

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limited warranty is confirmed, we, within a reasonable amount of time after review and evaluation, will pay the Covered Person in accordance with the terms of this limited warranty. In order to properly evaluate and process a claim, we may require the property owner to submit a sample of the material claimed to be defective to us for analysis and/or at our request, may require the property owner to arrange for and provide access to the property on which the material is installed, to the extent necessary, for our representative to inspect, take photographs and/or samples, if required. All references in this warranty to our ColorMax® Pre-finished Siding include any ColorMax® Pre-finished Fiber Cement Shakes or Soffit or Trim, which is installed in conjunction with the original ColorMax® Pre-finished Fiber Cement Siding.

**Settlement of a claim**

Any payments made by us pursuant to this limited warranty, as outlined above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims in any arbitration or litigation related to or arising from any Product for which a payment has been made. By accepting payment hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product for which a payment has been made.

**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.

**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 of any Product from us 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. These Arbitration Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://www.adr.org). Any arbitration under this limited warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against us, you must file a case with the American Arbitration Association in Houston, Texas. You may visit the American Arbitration Association's web site at [www.adr.org](http://www.adr.org) to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you and us are each waiving the right to a trial by jury or to participate in a class action. 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).

**Warranty Registration Information**

Failure to register this warranty will not void the warranty or any of its terms. All written notifications and correspondence should be sent to:

**Allura**  
**Attention: Limited Warranty Claims**  
**396 W Greens Rd, Houston, TX 77067**

Claims may also be initiated by calling us at 1-844-4-ALLURA or via our Allura website at [www.allurausa.com](http://www.allurausa.com).

**Limited Warranty and Limitation of Remedies**

THIS DOCUMENT CONSTITUTES THE SOLE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY US. THE

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WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PROPERTY OWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OUR OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WHICH MAY OCCUR AS A RESULT OF THE USE OF OR COVERED PRODUCTS OR AS A RESULT OF THE BREACH OF THIS LIMITED WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This limited warranty may not be modified, altered or expanded by anyone, including without limitation product distributors, dealers, sellers, installers and/or our field representatives, without express prior written approval from an appropriate authorized official of our company which has been approved by our management

This limited warranty gives you specific legal rights, and you may also have other rights, which vary from State to State or Province to Province.

All payments made by us pursuant to this limited warranty shall be in U.S. Dollars.

This limited warranty applies to our Allura™ ColorMax® Pre-finished Fiber Cement Siding installed on or after February 1, 2014. *(The warranty in effect at the time our Allura™ material is originally installed is the applicable warranty.)*

#### **Care & Maintenance**

While ColorMax® Pre-finished Fiber Cement Siding resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials that are constantly exposed to sunlight and the elements. Soil, grime and chalk can be simply removed with the help of your garden hose, a soft sponge and a bucket of soapy water.

Caulking Restoration – Remove all weathered caulk that is in need of replacement. When re-caulking the siding, use only a high-quality, exterior grade caulk or sealant that meets ASTM Standard C-920 (Grade NS, Class 25). The caulk or sealant should be color matched or paintable. It should be compatible with both fiber cement siding and the materials used for the trim.

**NOTE: THE CHEMICAL AGENTS REFERENCED ABOVE MAY BE HAZARDOUS TO THE USER OR TO THE ENVIRONMENT. PLEASE FOLLOW ALL PRECAUTIONS AND WARNINGS ON THE PRODUCT LABEL, PARTICULARLY THOSE THAT MAY BE NECESSARY TO PREVENT PERSONAL INJURY. ALWAYS DISPOSE OF THESE CHEMICAL AGENTS IN A MANNER PRESCRIBED BY THE MANUFACTURER. IF YOU ARE UNSURE HOW TO USE OR HOW TO PROPERLY DISPOSE OF THESE CHEMICAL AGENTS, PLEASE CONTACT THE MANUFACTURER OF THESE PRODUCTS FOR INSTRUCTIONS.**

*Please go to [www.allurausa.com](http://www.allurausa.com) for more detailed care and maintenance instructions.*

*This limited warranty is effective 8/1/2016.*

www.allurausa.com  
Allura 396 W Greens Rd., Houston, TX 77067 Consumer: 1-844-4-ALLURA