

# 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") complied with ASTM C1186, and were free from defects in material and workmanship. 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 date of purchase. This Limited Warranty extends only to (i) the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is applied and (iii) the first transferee (each a "Covered Person"). If during the Warranty period, any Product proves to be defective, the Manufacturer, in its sole discretion, shall (i) replace or repair the defective portion of the Product before it is installed; or (ii) during the first year, refund the original retail cost of the defective portion of the Product. 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. WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY.**

Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

- (A) A Covered Person must provide written notice to Manufacturer within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed defect and any additional information necessary for Manufacturer to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Manufacturer that such claimant is a Covered Person as defined in Section 1 above.
- (B) The Product must be installed according to Manufacturer's printed installation requirements and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.
- (C) Upon discovery of a claimed defect, a Covered Person must immediately, and at a 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 Manufacturer or Manufacturer's 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 Manufacturer may void the warranty.

**3. WHAT IS NOT COVERED.** This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 2 of this Limited Warranty and/or improper installation of studs or other accessories); (b) Further processing, modification or alteration of the Product after shipping from Manufacturer; (c) Neglect, abuse, or misuse; (d) 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; (g) Exceeding the maximum designed wind loads; (h) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (i) Efflorescence, peeling or performance of any third party paints, stains and/or coatings; (j) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (k) Lack of proper maintenance. or (l) Any cause other than defects in material and workmanship attributable to Manufacturer.

**4. LIMITATION OF LIABILITY.** IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

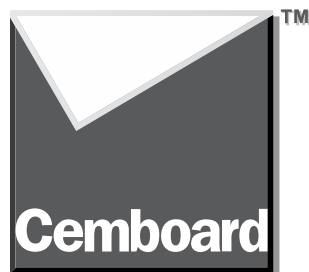
**5. LIMITATION OF WARRANTY.** THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. MANUFACTURER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty 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 may have additional rights, which vary from state to state.

**6. ENTIRE AGREEMENT.** This Limited Warranty contains an represents the only warranty extended by Manufacturer for the Product. No employee or agent of Manufacturer or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.

**7. MODIFICATION OR DISCONTINUATION OF PRODUCTS.** Manufacturer reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, Manufacturer will fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.

#### **8. HOW TO OBTAIN LIMITED WARRANTY SERVICE.**

For warranty service call 1.866.375.8603 or write Claims Department, 10901 Elm, Avenue, Fontana, California 92337.



# Homeowner Care and Maintenance Tips

- ❖ **Patching** - Dents, chips and cracks can be filled using a good quality cement patching compound (acrylic mortar patch) which can be found at your local Home Center or Hardware Store.
- ❖ **Mold/Mildew** - Remove using a commercial mold/mildew remover. Consult your paint manufacturer's recommendations before applying any mold or mildew remover.
- ❖ **Loose Trim**- Re-nail using a properly-sized corrosion-resistant fastener. Note: See Cemboard's written installation requirements at [cemplank.com](http://cemplank.com) for further details.
- ❖ **Caulk Replacement** - When sealant is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results use a latex caulk that complies with ASTM C 834, ASTM C920 or better. Caulking should be applied in accordance with the caulking manufacturer's written installation instructions.
- ❖ **Paint Maintenance** - Remove any damaged, chipped or cracked paint. Prior to repainting make sure that the surface area is properly cleaned and prepared. Repaint immediately using 100% acrylic paint.
- ❖ **Product Replacement** - Replacement of one or more pieces of Cemboard product should be done in accordance with Cemboard's written installation requirements and best practice guides.
- ❖ **Call 1-800-942-7343 to obtain written installation requirements or for more detailed technical information.**

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## COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner \_\_\_\_\_  
Installation Address \_\_\_\_\_  
Name of Installing Contractor \_\_\_\_\_  
Date Installed \_\_\_\_\_ Phone# \_\_\_\_\_

## SAVE YOUR RECEIPTS

