



## HardieBacker® Cement Board Limited Lifetime Product Warranty

**1. LIMITED WARRANTY:** James Hardie Building Products, Inc. ("Hardie") warrants, (for installation within the U.S., Puerto Rico and Canada) to the purchaser, the first owner of the structure to which the product is applied, and the first transferee of such structure (each a "Covered Person") that HARDIEBACKER™ Cement Board with MoldBlock™ Technology (hereinafter "Product") is free from defects in materials and workmanship during the life of the Product subject to the terms and conditions of this Limited Warranty.

**2. WHAT WE WILL DO:** If during the warranty period any Product proves to be defective, Hardie, in its sole discretion, shall replace or refund the original purchase price of the defective Product. If the original retail cost cannot be established by the Covered Person, the cost shall be determined by Hardie in its sole and reasonable discretion. Hardie's replacement of the defective Product pursuant to Section 2 of this Limited Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to a Covered Person with respect to any defect. Hardie will pay for or reimburse labor costs.

**3. 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 Hardie 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 Hardie 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 Hardie that such claimant is a Covered Person as defined in Section 1 above.
- B. The Product must be installed according to Hardie's printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and 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 Hardie or Hardie'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 Hardie may void the warranty.

**4. 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 3.B 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 Hardie;
- 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 floor deflection;
- H. Exceeding the maximum designed wind loads;
- I. 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);
- J. Efflorescence or performance of any paints and/or coatings which are not Hardie and/or Hardie affiliated applied;
- K. Cracked or broken tiles;
- L. Lack of proper maintenance; or
- M. Any cause other than material or manufacturing defects attributable to Hardie

**5. LIMITATION OF LIABILITY:** IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL 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.

**6. ENTIRE AGREEMENT:** This Limited Warranty contains and represents the only warranty extended by Hardie for the Product. No employee or agent of Hardie or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**7. HOW TO OBTAIN WARRANTY SERVICE:** For warranty services call 1.866.375.8603 or write Warranty Department, James Hardie Building Products, Inc., 10901 Elm Avenue, Fontana, California 92337.