



# HardieBacker® Cement Board

Effective September 2018

**1. LIMITED WARRANTY.** James Hardie Building Products, Inc. (“Hardie”) warrants, subject to the terms and conditions of this Limited Warranty, that HARDIEBACKER® Cement Board (hereinafter “Product”) is free from manufacturing defects in materials and workmanship for the life of the Product. This Limited Lifetime Product Warranty applies only to Products installed within the interior of a building within the United States (including Puerto Rico) and Canada. Coverage under this Warranty is limited to: the original purchaser of the Product, the first owner of a structure to which the Product is applied, and the first transferee owner of such structure (each a “Covered Person”).

**2. WHAT WE WILL DO.** If the Product proves to be defective in materials or workmanship, Hardie, in its sole discretion shall either replace the defective portion of the Product, or will reimburse the Covered Person for replacement of the defective portion of the Product, affected finishing materials and required installation labor. Reimbursement paid to the Covered Person under this Limited Warranty shall be no more than the sum of the prices of i) the defective portion of the Product, ii) the affected finishing materials, and iii) required labor at the time of original installation for the Product and finishing materials being replaced. If the price of the Product finishing materials and required labor at the time of original installation cannot be established by the Covered Person, these prices shall be determined by Hardie in its sole discretion.

**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) Product must be installed and used in strict accordance with published James Hardie installation instructions and all applicable laws, regulations and/or building codes.
- b) 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 the claimant is a Covered Person as defined in Section 1 above.

- c) 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 Hardie or Hardie’s authorized agent to enter the property and structure where the Product is installed and examine, photograph or take samples of the Product and affected finishing materials. Any repairs initiated by or on behalf of a Covered Person without prior authorization may be ineligible for reimbursement.

**4. WHAT IS NOT COVERED.** This Limited Warranty does not cover water intrusion damage to the underlying structure to which the Product is applied or any other damage or defects resulting from or in any way attributable to: (a) Improper storage, shipping, handling, or installation of the Product, including without limitation failure to install the Products in strict accordance with published James Hardie installation instructions and all applicable laws, regulations and/or building codes; (b) Neglect, abuse, or improper use of the Product; (c) Further processing, modification or alteration of the Product, other than that required to effect proper installation; (d) Lack of proper maintenance; (e) Improper installation of framing and joists for walls and/or floors or other structures; (f) Improper installation of other materials required by local building code or Hardie installation instructions; (g) Settlement or structural movement and/or movement of materials to which the Product is attached; (h) Damage resulting from incorrect design of the structure upon which the Product is installed; (i) Exceeding the maximum floor deflection requirements; (j) Acts of God including, but not limited to, tornados,

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hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (k) Efflorescence or performance of any grouts, adhesives, paints and/or coatings or any other materials which are manufactured by 3rd parties; (l) Growth of mold, mildew or any other organism on any other component(s) of a wall, floor or structure; (m) Cracked or broken masonry; or (n) Any cause other than material or manufacturing defects in the Product attributable to Hardie.

**5. LIMITATION OF LIABILITY:** REPLACEMENT OF THE DEFECTIVE PRODUCT OR REIMBURSEMENT PURSUANT TO SECTION 2 OF THIS LIMITED WARRANTY SHALL BE THE SOLE EXCLUSIVE REMEDY AVAILABLE TO A COVERED PERSON UNDER THIS LIMITED WARRANTY. IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PERSONAL INJURY OR 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. LIMITATION OF WARRANTY:** THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT WHEN USED AS SPECIFIED HEREIN. HARDIE 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.

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

**8. NO WAIVER:** Hardie may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

**9. ENTIRE AGREEMENT:** This Limited Warranty contains and represents the only warranty extended by Hardie for the Product when used as specified herein. 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.

**10. 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.

### COMPLETE AND SAVE FOR YOUR OWN RECORDS

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

