

10901 Elm Avenue, Fontana, CA 92337

## **Hardie**Wrap<sup>™</sup>

## HARDIEWRAP™ WEATHER BARRIER 10-YEAR TRANSFERABLE LIMITED PRODUCT WARRANTY

**<u>1. LIMITED WARRANTY.</u>** James Hardie Building Products Inc. ("Hardie") warrants to a Covered Person (as defined in Section 2) for a period of ten (10) years from the date of installation ("Limited Warranty Period") that HardieWrap<sup>™</sup> weather barrier, HardieWrap<sup>™</sup> Flashing, HardieWrap<sup>™</sup> Flex Flashing and HardieWrap<sup>™</sup> Seam Tape (the "Products") will be free from defects in materials and workmanship.

2. WHO IS COVERED. A Covered Person is an owner of the following structures: a detached one or two-family dwelling, whether it is a single-family home, duplex, or townhouse, a multifamily home, or a light commercial building (each a "Covered Structure") who can provide proof of installation of the Products on a Covered Structure. This Limited Warranty is transferable to subsequent Covered Persons during the Limited Warranty Period.

3. WHAT WE WILL DD. If, during the Limited Warranty Period, the Products are defective in material or workmanship, Hardie will repair or replace the defective Products. All Products replacements will be Products being manufactured by Hardie at the time of replacement. No substitutions of other Products or those manufactured by other manufacturers are permitted. You will be responsible for any other costs associated with or arising out of repair or replacement and you must reasonably cooperate with Hardie or its representatives in their efforts to perform their obligations under this Limited Warranty.

<u>4. WHAT IS NOT COVERED.</u> This Limited Warranty does not cover any damages or defects resulting from or in any way attributable to:

- The improper storage, shipping handling or installation of the Products, including, but not limited to, improper installation of the Products pursuant to Section 5, improper installation not in accordance with the applicable building code or industry standards, or any deviation from approved construction plans or project specifications.
- Further processing, modification or alteration of the Products after shipping from Hardie;
- 3. Neglect, abuse or misuse;
- 4. The negligence, gross negligence, or willful misconduct of any third party;
- 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);
- 6. Repair or alteration;
- 7. Vandalism or attack by any party;
- Defects in the Covered Structure or a component of the Covered Structure (e.g., window, door, roof or wall system) or selection of any components of the Covered Structure, or premature deterioration of the building materials, or nonstandard use or application of the Products;
- 9. Damage from incorrect design of the Covered Structure;
- Foreign objects or agents, including incompatibility of materials;
  UV exposure of the Products in excess of that set forth in the applicable
- specification sheet.
- 12. Lack of proper maintenance; or
- 13. Any cause other than material or manufacturing defects attributable to Hardie;

5. CONDITIONS OF LIMITED WARRANTY AND WHAT YOU MUST DO. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

To obtain service under this Limited Warranty, you must provide written notice to Hardie within thirty (30) days after discovering the claimed defect covered by this Limited Warranty and before beginning any permanent repairs. The notice must describe the location and details of the claimed defect and any additional information for Hardie to investigate the claim. Photos of the Products, showing the claimed defect must accompany the notice.

The Products must be installed in accordance with the applicable HardieWrap Installation Requirements in effect at the time of installation of the Products. Installation Requirements are available by calling 1-866-4-HARDIE (1-866-442-7343), and online at www.hardiewrap.com.

Upon discovery of a claimed defect, you must immediately, and at your own expense, provide for protection of all property that could be affected until the claimed defect is remedied if applicable. Before you begin any permanent repair to the Products, you must allow Hardie's authorized agent to enter the property and Covered Structure where the Products is/are installed, if applicable, and examine, photograph and take samples of the Products.

6. LIMITATION OF LIABILITY. HARDIE'S LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCTS COVERED BY THIS LIMITED WARRANTY ONLY WHEN CAUSED SOLELY BY A DEFECT IN MATERIALS OR WORKMANSHIP AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE CAUSED BY MOLD OR MILDEW, BASED UPON BREACH OF LIMITED WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation may not apply to you.

7. LIMITATION OF IMPLIED WARRANTY. ANY IMPLIED LIMITED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

8. ENTIRE AGREEMENT. ANY IMPLIED LIMITED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

9. 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.



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