



10901 Elm Ave., Fontana, CA 92337

# Cemplank® • Cempanel®

Lap Siding Vertical Siding

## 25 Year Express 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 **Cemplank®/Cempanel®** products ("the Product") comply with ASTM C1186, as Grade II, Type A and were free from defects in material and manufacture. When used for its intended purpose, properly installed and maintained according to the manufacturer's published installation instructions, the Product is warranted for a period of 25 years from the date of purchase. The warranty covers the purchaser and all transferees prior to and including the first owner of the structure to which the Product is applied, and the first transferee of such structure (each a covered person).

If during the Warranty period, any Product proves to be defective, the manufacturer, in its sole discretion, shall replace the defective Product before it is installed, or, during the first 10 years, reimburse the covered person for losses up to no more than twice the retail cost of the defective portion of the Product. During the 11th through the 25th year, the warranty payment shall be reduced by 6.70% each year such that after the 25th 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.

The manufacturer's replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty shall be the sole exclusive remedy available to the covered person with respect to any defect.

**2. CONDITIONS OF WARRANTY:** The manufacturer's liability hereunder to the covered person shall be subject to the following terms and conditions.

(a) The Product must be installed according to the manufacturer's printed installation instructions and all building codes adopted by federal, state or local government agencies and applicable to the installation. Failure to install and finish the product per the manufacturer's published instructions may effect Product performance and void the Warranty.

- (b) The manufacturer shall be notified at the address set forth above in writing of any such defect within thirty (30) days after discovery of such defect and prior to any further processing, or other alteration with respect thereto, which time is agreed to be commercially reasonable, such notification to include the location of the defect, a description of the defect and such information as is necessary for the manufacturer to investigate such claim to its reasonable satisfaction and examine the Product installation in question.
- (c) The manufacturer's examination of such Product installation shall disclose to its satisfaction that such defects have not been caused by misuse, neglect, improper installation, repair or alteration, settlement of the structure, or accident.
- (d) The manufacturer's repair and/or replacement of defective Product or granting of a refund (and, if applicable, the manufacturer's bearing of replacement labor costs), pursuant to Section 1 of this warranty shall be the manufacturer's sole and exclusive obligation with respect to such defect.
- (e) Upon discovery of a possible defect or failure, the owner must immediately, at his, her, or their own expense, provide for protection of all property that could be adversely affected until the defect or failure is remedied.

**3. LIMITATION OF WARRANTY:** This warranty sets forth the entire agreement of the manufacturer, regarding its liabilities and obligations with respect to the Product. There are no promises, representations, warranties, covenants, agreements, undertakings or guarantees with respect to the Product other than those expressly set forth herein and, in furtherance of the foregoing, no oral or written advice, recommendation, affirmation of fact, description of goods, sample, model, plan or specification, whether or not the same relates to the production or any characteristic of the Product, shall constitute, or be deemed to constitute, a warranty or other guarantee with respect to the Product. This warranty is in lieu of all other express warranties. Except as to title, all other applicable implied warranties, if any, relating to the Product shall not extend beyond the warranty period. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply.

4. **ADDITIONAL EXCLUSIONS:** This warranty does not cover damage or defects resulting from, or in any way attributable to: (a) the improper storage, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2(a) of this warranty) or improper installation of studs, coatings, or other accessories; (b) neglect; (c) abuse; (d) settlement or structural movement; (e) damage from incorrect design or construction of the structure; (f) exceeding the maximum designed wind loads; (g) improper or lack of an exterior paint or coating; (h) acts of God including, but not limited to, hurricanes, and tornadoes; (i) application of paint removers, solvent or cleaning solutions; (j) any cause other than manufacturing defects directly attributable to the manufacturer; (k) mold, fungi, bacterial growth and/or organisms of any type or nature. Variations within the manufacturer published production specifications are normal and customary variations, and shall not be considered defects.

5. **LIMITATION OF DAMAGE:** Except as expressly set forth in this warranty, in no event shall the manufacturer be responsible or be held liable for special, collateral, indirect, incidental or consequential damages of any kind or nature, including, but not limited to, loss of business or profits, injury or damage to property or persons, inability of owner or any other person to use the Product or any labor or other costs or expenses incurred in connection with the shipping of any replacement Product or the removal of defective Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply.

6. **REFUNDS, SETTLEMENT OF CLAIM:** Any refund or credit by the manufacturer pursuant to Section 2 hereof shall constitute a full settlement and release of all claims of the covered person hereunder for damages or other relief.

For claims, please send all correspondence to:  
Claims Department  
10901 Elm Ave  
Fontana, CA 92337  
or call 1-909-349-3500

7. **MODIFICATIONS OR DISCONTINUATION OF PRODUCTS:** the manufacturer reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

8. **ADDITIONAL RIGHTS:** This warranty gives you specific legal rights and you may have other rights, which vary, from state to state.

Please fill in all of the information below, and retain for your records.

\_\_\_\_\_  
Name of Original Owner Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State Zip Code

\_\_\_\_\_  
Installing Contractor or Home Builder Phone Number

\_\_\_\_\_  
Product Installed Sq. Ft. Installed

\_\_\_\_\_  
Purchase Price (Excluding Labor) Date of Installation

\_\_\_\_\_  
Name of Original Owner's Transferee Date of Transfer

**THIS WARRANTY APPLIES TO PRODUCTS SHIPPED AFTER AUGUST 1, 2002**