



**James Hardie®
Building Products**

10901 Elm Avenue Fontana, CA 92337

The ColorPlus™ Collection

by JAMES HARDIE®

Express Limited Finish Warranty

1. LIMITED WARRANTY COVERAGE - FINISH: James Hardie Building Products, Inc. ("Hardie") warrants (for installation within the U.S. and its trust territories, as well as Canada) to 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") that when manufactured and finished, The ColorPlus™ finished siding products are free from defects in material, manufacture and finishing processes. When used for its intended purpose, properly installed and maintained according to Hardie's published installation instructions, The ColorPlus™ Collection, for a period of 15 years (products with a stain finish for 10 years) from the date of purchase: (a) will not peel (b) will not crack, and (c) will not chip. James Hardie, as its sole liability and in lieu of any direct, indirect or consequential damages will, during the first year, reimburse the covered person for reasonable fees for paint and labor (an amount not to exceed \$1.00 per square foot). During the 2nd through 15th year, the warranty payment shall be reduced by 6.67% such that after the 15th year no warranty shall be applicable. With stained finished products, during the 2nd through 10th year, the warranty shall be reduced by 10% such that after the 10th year, no warranty shall be applicable. Hardie'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. Hardie will not refund or pay any costs in connection with labor or accessory materials.

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

- The claimant must provide proof that he/she is a covered person.
- The Product must be stored according to the manufacturer's instructions at all times between purchase and installation. As more fully described in the instructions, any products received by a covered person which are not covered and dry should not be installed. Installation of wet product may void this Warranty.
- 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. Failure to install and finish the product per the manufacturer's published instructions does affect Product performance and may void this Warranty.
- The covered person must provide written notice to James Hardie Building Products, Inc. within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Hardie to investigate the claim. Photos of the product, showing the defect or failure are not only helpful, but also must accompany the notice, when appropriate.
- Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Hardie or Hardie's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

3. EXCLUSIONS: This 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 terms and conditions set forth in Section 2 (c) of this warranty) and/or improper installation of studs or other accessories; (b) neglect; (c) abuse;

(d) misuse; (e) repair or alteration; (f) settlement or structural movement and/or movement of materials to which the Product is attached; (g) damage from incorrect design or construction of the structure; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, hurricanes, tornados, 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) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; and (m) any cause other than manufacturing defects attributable to Hardie.

4. DISCLAIMER:

The statements in this Warranty constitute the only warranty extended by Hardie for the Product. HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OF THE PRODUCT, FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

6. MODIFICATIONS AND ALTERATIONS OF PRODUCT: Hardie shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

7. SETTLEMENT OF CLAIM: Any refund or material replacement by Hardie pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS: Hardie reserves the right to modify, or discontinue, (whether completely or partially) any of its products without notice and shall not be liable as a result of such modification or discontinuation.



**James Hardie®
1-800-9-HARDIE**

JH91674SL 04/03