

15-Year Limited Factory - Applied Finish Warranty

Nichiha Architectural Wall Panels

1. Warranty Coverage

SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS SET FORTH BELOW, Nichiha USA, Inc. ("Nichiha") warrants (a) to the original purchaser of Nichiha FIBER CEMENT PANELS ("Product") and (b) to such original purchaser's first transferee (each, a "Covered Person") that, when properly installed and maintained in accordance with Nichiha's printed instructions, the Product's Nichiha Factory-Applied Finish ("Finish") will, for a period of fifteen (15) years from the date of purchase:

- A. Not peel;
- B. Not blister;
- C. Not wrinkle; and
- D. Not significantly lose the product's original colors, patterns or appearance as an exterior wall, as determined by Nichiha.

2. Warranty Exclusions

This Limited Warranty does not cover any conditions, qualities, damages or events except as expressly set forth in Section 1 above. For example, this Limited Warranty does not cover, and Nichiha will not be liable for, any defect, damage or failure:

- A. In or arising from seal coating, paint or other coating or finish, excluding Nichiha's recommended material, applied to the Product after purchase. These defects, damage or failures include without limitation efflorescence, peeling, blistering and performance of any 3rd party finishes, paints, stains or coatings.
- B. Caused by or arising out of the Acts of God including, but not limited to, lightning, hurricanes, tornadoes, floods, earthquakes, mud slides or any other weather or similar natural phenomena.
- C. Caused by or which occurs as the result of settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure, or the structure not conforming to its design drawings, plans or specifications, or to any applicable building codes or standards.
- D. Caused by or resulting from or connected with misuse, abuse, improper installation, lack of proper maintenance, improper storage or handling of the Product, vandalism, or other caused beyond Nichiha's control.
- E. Caused by or which occurs as a result of use other than the normal, customary and intended use set forth in the installation manual and instruction.
- F. To any product installed in the following Canadian provinces or territories: Yukon Territory, Northwest Territories, and Nunavut.

THIS WARRANTY APPLIES ONLY TO THE FINISH, AND DOES NOT COVER OR EXTEND TO (A) THE STUDS, INSULATION, BUILDING WRAP OR OTHER MATERIALS OR COMPONENTS OF THE NICHIIHA WALL PANEL SYSTEM OTHER THAN THE PRODUCT, (B) THE STRUCTURE AND/OR MATERIALS TO WHICH THE PRODUCT IS ATTACHED OR APPLIES, OR (C) ANY WARPING, ROTTING, CRACKING OR OTHER DAMAGES CAUSED BY OR ASSOCIATED WITH ANY OF THE FOREGOING, (D) SOFFIT APPLICATIONS. [FOR DETAILS REGARDING WARRANTIES, IF ANY, WITH RESPECT TO THE OTHER COMPONENTS OF THE NICHIIHA WALL PANEL SYSTEM, PLEASE SEE THE PACKAGING OR WRITTEN MATERIALS ACCOMPANYING SUCH PRODUCTS AND MATERIALS.]

3. Conditions

Nichiha will honor claims under the Limited Warranty **ONLY** if all of the following conditions are satisfied:

- A. The Covered Person must provide proof of the date of purchase of the Product and that he or she is a Covered Person under this Limited Warranty. However, Nichiha will waive this requirement if, at the time a claim is made, Nichiha has a completed Warranty Registration Card on file with respect to the Covered Person making such claim.
- B. The Product must have been properly stored at all times between purchase and installation.
- C. The Product must have been installed and all times maintained in accordance with Nichiha's printed installation and maintenance instructions and all applicable building codes and other laws, rules, regulations and ordinances.
- D. The covered person must deliver written notice of any claimed defect or failure covered by this Limited Warranty within thirty (30) days after discovery. Such notice must include the information specified in section 4 below.
- E. Upon discovery of the claimed defect or failure, the Covered Person must immediately, and at the Covered Person's own expenses, provide for protection of all property that could be affected by the claimed defect or failure until such claimed defect or failure is remedied in accordance with the terms of this Limited Warranty.
- F. Before any permanent repair to the Product, the Covered Person must allow Nichiha or Nichiha's designated representative to enter the property and structure where the Product is installed and examine, photograph and take samples of the Product.

4. Claims

To make a claim under the Limited Warranty, the Covered Person shall notify Nichiha in writing of all details regarding the claim within 30 days after discovering a possible Product defect or failure and before beginning any permanent repair. The notice must describe the defect or failure and, if Warranty Registration Cards were not completed and returned by the original purchaser and first transferee, must be accompanied by proof of the date of purchase, the name of builder and that the claimant is the original purchaser of the Product or the original purchaser's first transferee. Photos of the Product, showing the defect or failure, should accompany the notice if possible. All notices concerning this Limited Warranty should be sent to Nichiha USA, Inc. at 6465 E. Johns Crossing, Suite, 250, Johns Creek, GA 30097.

5. Remedy

If following inspection and adequate inquiry Nichiha determines that there is a defect or failure in the Finish covered by this Limited Warranty, Nichiha may elect at its discretion to do any one of the following:

- A. Repair or arrange for repair of the Finish;
- B. Provide replacement product with similar specifications (subject to reasonable variations because Nichiha may modify or discontinue specific product lines and because variations are normal in Product made at different times and/or places); or
- C. Provide a refund to the Covered Person. During the first three (3) years that this Limited Warranty is in effect, any refund elected by Nichiha will equal \$1.00 per each sq.ft. of affected portion of the Product. During the next twelve (12) years that this Limited Warranty is in effect, any refund made by Nichiha will equal \$1.00 per each sq.ft. of the affected portion of the product less 8.34% of the original purchase price for each year commencing with the 4th year that this Limited Warranty is in effect.

Nichiha will not refund or pay and will not be responsible for any costs in connection with accessory materials or labor, such as for fasteners, framing or any other costs, nor will the amount of a refund be based on any amount other than the original purchase price of the affected portion of the Product, regardless of whether Nichiha has previously provided replacement Product or otherwise.

6. Duration and Covered Person

This Limited Warranty will commence upon the date of purchase of the Product (irrespective of when the Product is installed) and continue in favor of the Covered Person for the covered period (described in section 1 above), following the initial date of product purchase. This Limited Warranty does not, and shall not be interpreted to extend to any person other than the Covered Person. This Limited Warranty may not be transferred or assigned, and any attempted transfer or assignment shall be null and void.

7. Disclaimer

The statements in this Limited Warranty constitute the only warranty extended by Nichiha for or with respect to the Product. NICHIIHA DISCLAIMS AND WILL NOT HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (SUCH AS INJURY TO PERSONS OR DAMAGE TO ANY STRUCTURE OR ITS CONTENTS) INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM ANY DEFECT OR FAILURE IN THE PRODUCT OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THE DURATION OF ANY IMPLIED WARRANTY SUCH AS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR PURPOSE IS LIMITED TO THE FIRST TO ELAPSE OF THE LIMITED WARRANTY PERIOD PROVIDED HEREIN, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitation 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 also have other rights that may vary from state to state. For further information or questions, please contact NICHIIHA at 1-86-NICHIIHA-1 (1-866-424-4421).