

30-Year Limited Warranty

HardiePlank® HZ5® Lap Siding, HardiePanel® HZ5® Vertical Siding,
HardieShingle® HZ5® Siding, HardieSoffit® HZ5® Panels

Effective February 2011

1. LIMITED WARRANTY. James Hardie Building Products Inc. ("Hardie") warrants, for a period of thirty (30) years (the "Limited Warranty Period") from the date of purchase of Hardie Fiber-Cement HARDIEPLANK® HZ5®, HARDIEPANEL® HZ5®, HARDIESHINGLE® HZ5® and HARDIESOFFIT® HZ5® products (each, the "Product") for installation within the U.S. (except Alaska), Puerto Rico and Canada (except Yukon Territory, Northwest Territories, Nunavut, New Foundland and Labrador, Nova Scotia, Prince Edward Island, and New Brunswick) that such purchased Product complies with ASTM C1186, will resist damage caused by hail or termite attacks, and is free from defects in material and workmanship. This Limited Warranty extends only to (i) the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is applied and (iii) the first transferee (each a "Covered Person").

2. WHAT WE WILL DO. If, during the Limited Warranty Period, the Product is defective in material or workmanship, Hardie will, in its sole discretion, either repair or replace the defective portion of the Product, or, during the first (1st) through the thirtieth (30th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 30th year, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to Hardie's reasonable satisfaction, the cost shall be determined by Hardie in its sole and reasonable discretion. Hardie's repair, replacement, or refund of the defective portion of the Product or reimbursement pursuant to Section 2 of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. **HARDIE WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.**

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) 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 such claimant is a Covered Person as defined in Section 1 above.
- (B) The Product must be installed according to Hardie's printed installation requirements and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.
- (C) Upon discovery of a claimed defect, a Covered Person must immediately, and at a 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, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from Hardie may void the warranty.

4. WHAT IS NOT COVERED. This Limited 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 Conditions of Limited Warranty set forth in Section 3 of this Limited Warranty and/or improper installation of studs or other accessories; (b) Further processing, modification or alteration of the Product after shipping from Hardie; (c) Neglect, abuse, or misuse; (d) Repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure; (g) Exceeding the maximum designed wind loads; (h) 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); (i) Efflorescence, peeling or performance of any third party paints, stains and/or coatings; (j) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (k) Lack of proper maintenance. or (l) Any cause other than defects in material and workmanship attributable to Hardie.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF 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. 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. ENTIRE AGREEMENT. This Limited Warranty contains and represents the only warranty extended by Hardie for the Product. 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.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS. Hardie reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or 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.

9. HOW TO OBTAIN LIMITED WARRANTY SERVICE. For warranty service call 1.866.375.8603 or write Limited Warranty Department, James Hardie Building Products Inc., 10901 Elm Avenue, Fontana, California 92337.

1-800-9-HARDIE

10901 Elm Avenue Fontana, CA 92337



JamesHardie

Homeowner Care and Maintenance Tips

- ❖ **Patching** - Dents, chips and cracks can be filled using a good quality cement patching compound (acrylic mortar patch) which can be found at your local Home Center or Hardware Store.
- ❖ **Mold/Mildew** - Remove using a commercial mold/mildew remover. Consult your paint manufacturer's recommendations before applying any mold or mildew remover.
- ❖ **Loose Siding or Soffit** - Re-nail using a properly-sized corrosion-resistant fastener. Note: See James Hardie's written installation requirements and NER405 (ESR-1844 for HardiePanel®) for further details.
- ❖ **Caulk Replacement** - When sealant is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results use a latex caulk that complies with ASTM C 834, ASTM C920 or better. Caulking should be applied in accordance with the caulking manufacturer's written installation instructions.
- ❖ **Paint Maintenance** - Remove any damaged, chipped or cracked paint. Prior to repainting make sure that the surface area is properly cleaned and prepared. Repaint immediately using 100% acrylic paint.
Note: For best results please refer to your paint manufacturer's written specifications for application rates and required topcoats or refer to James Hardie's Technical Bulletin, No. S-100.
- ❖ **Product Replacement** - Replacement of one or more pieces of James Hardie® product should be done in accordance with James Hardie's written installation requirements and best practice guides.
- ❖ **Call 1-800-9-HARDIE** to obtain written installation requirements or for more detailed technical information.



COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner _____
Installation Address _____
Name of Installing Contractor _____
Date Installed _____ Phone# _____

SAVE YOUR RECEIPTS



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ColorPlus® Technology

Express Limited Finish Warranty

Effective October 2012

1. LIMITED WARRANTY COVERAGE - FINISH: James Hardie Building Products, Inc. ("Hardie") warrants for installation within the U.S. (except Alaska), Puerto Rico and Canada (except Yukon Territory, Northwest Territories, Nunavut, New Foundland and Labrador, Nova Scotia, Prince Edward Island, and New Brunswick) 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 the finish on Hardie product with ColorPlus® Technology (the "Finish") will be free from defects. When used for its intended purpose, properly installed and maintained according to Hardie's published installation instructions, the Finish, for a period of 15 years from the date of purchase: (a) will not peel (b) will not crack, and (c) will not chip. Hardie, in 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) for repair of the damaged portion of the finish. 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. 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.

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

- A. The claimant must provide proof that he/she is a covered person.
- B. The product must be stored according to the manufacturer's instructions at all times between purchase and installation. Installing wet product may result in staining or shrinkage, neither of which is covered under the terms of this warranty.
- C. 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.
- D. The covered person must provide written notice to Hardie 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, must accompany the notice. Product samples may be required by the Hardie Claims Department.
- E. 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) (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; (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. This Warranty does not cover against fade or chalk of the Finish due to normal weathering. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any painted surface to gradually fade, chalk or accumulate dirt over time. This Warranty will cover the Finish against excess color change beyond normal weathering. Excess color change is defined as a change in color of the Finish by greater than four (4) delta E units within the first three (3) years of install of the Hardie product(s) with ColorPlus® Technology. Hardie shall have sole discretion to determine whether the Hardie product(s) with ColorPlus® Technology exhibits excess color change.

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 discontinue or modify the product at any time without notice. In the event that repair or 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.



JamesHardie

1-800-9-HARDIE
10901 Elm Avenue Fontana, CA 92337

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