



Prevail™ 25 Year Limited Warranty

1. LIMITED WARRANTY. James Hardie Building Products Inc. ("Hardie") warrants, for a period of twenty-five (25) years (the "Limited Warranty Period") from the date of purchase or installation of Prevail™ Multi-Family Siding Products (the "Product") that such purchased Product complies with ASTM C1186 and is free from defects in material and workmanship. This Limited Warranty extends only to (i) to 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") where the Product is installed in a "commercial" or "multi-family dwelling" as defined in Section 3 below.

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. During the first 10 years of the Limited Warranty Period, Hardie will 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 Hardie in its sole and reasonable discretion. 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.**

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 in either a "commercial building" or a "multi-family dwelling." For purposes of this warranty a "commercial building" means a building with more than fifty percent (50%) of its floor space used for commercial activities. Commercial buildings include, but are not limited to, stores, offices, schools, churches, gymnasiums, libraries, museums, hospitals, clinics, warehouses, and jails. "Multi-family dwelling" means one or more buildings designed for or occupied by two or more families in each building as a place of residence.
- (C) Upon discovery of a claimed defect, a Covered Person must immediately, and at the 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.

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;
- (l) Installation of the Product in any application other than a "commercial building" or "multi-family dwelling" as defined in Section 3 above; or
- (m) 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. MODIFICATIONS OR DISCONTINUATION OF PRODUCTS: Hardie 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. 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.

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.