



HardieBacker® Cement Board Limited Warranty for Exterior Barbeques and Grill Islands

1. LIMITED WARRANTY: James Hardie Building Products, Inc. ("Hardie") warrants for a period of ten (10) years (the "Limited Warranty Period") from the date of purchase or installation and within limited areas of the U.S. (as further defined in Section 7 below) to the direct purchaser, that HARDIEBACKER™ Cement Board with MoldBlock™ technology (hereinafter "Product"), when used solely for its intended purpose as a backerboard for exterior barbeque and grill islands (and similar structures), is free from defects in materials and workmanship subject to the terms and conditions of this Limited Warranty.

2. WHAT WE WILL DO: If during the ten (10) year warranty period any Product proves to be defective, Hardie, in its sole discretion, shall replace or refund the original purchase price of the defective Product. 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 pursuant to Section 2 of this Limited Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to a Covered Person with respect to any defect. Hardie will NOT pay for or reimburse labor costs.

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 solely as an underlayment in an exterior barbeque or grill island (or similar structure) according to Hardie's printed installation instructions and in accordance with all applicable building codes adopted by federal, state or local governments.
- 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, as practical, that could be affected until the claimed defect is remedied. Before any permanent repair to the Product, a Covered Person must allow Hardie or Hardie's authorized agent to examine the exterior barbeque or grill island (or similar structure) where the Product is installed 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.B of this Limited Warranty) and/or improper installation of studs or other accessories;
- B. Processing, modification or alteration of the Product that leads to or causes a defect in the Product after shipping from Hardie;
- C. Neglect, abuse, or misuse;
- D. Settlement or structural movement and/or movement of materials to which the Product is attached;
- E. Damage from incorrect design of the barbeque or grill structure;
- F. 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);
- G. Lack of proper maintenance;
- H. Installation of the Product outside the areas defined in Section 7 below; or
- I. Any cause other than material or manufacturing defects attributable to Hardie.

5. LIMITATION OF LIABILITY: IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL 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.

6. 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. This Limited Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

7. LIMITED INSTALLATION AREAS: This Limited Warranty is applicable for use as a backerboard for exterior barbeque and grill islands (and similar structures) only in Puerto Rico and the following U.S. States: Alabama, Arkansas, Arizona, California, Florida, Georgia, Hawaii, Louisiana, Mississippi, Nevada, New Mexico, North Carolina, Oklahoma, Oregon, South Carolina, Tennessee, Texas and Washington.

8. HOW TO OBTAIN WARRANTY SERVICE: For warranty services call 1.866.375.8603 or write Warranty Department, James Hardie Building Products, Inc., 10901 Elm Avenue, Fontana, California 92337.