



## SIDING - LIMITED PRODUCT WARRANTY

This express Limited Product Warranty ("Warranty") covers performance of siding product ("Siding Product") manufactured by DURATION Moulding & Millwork ("DMM"). This Warranty extends only to the original owner of the structure in which the Siding Product is installed ("Qualified Owner").

DMM warrants to the Qualified Owner that each Siding Product will be free from manufacturing defects such that the Siding Product: 1) will not decay due to rot; 2) will not excessively swell from moisture; and 3) will resist termite damage in each case to the extent such properties are proven in the tests set forth in the Boral TruExterior™ Siding Product Data Sheet, as amended from time to time, which is located at the BoralTruExterior.com website. The duration of this Warranty is twenty (20) years from the date the Siding Products were purchased from an approved DMM vendor. This warranty is conditioned on and subject to the additional terms and conditions set forth below.

To make a Warranty claim, the Qualified Owner must: (1) notify DMM in writing within ninety (90) days after the facts on which the claim is based become known, (2) provide DMM an opportunity to investigate and approve the claim, and (3) provide DMM an opportunity to inspect and test the Siding Product, its installation, and the environment in which it was used prior to removal by the original purchaser. Warranty claims must be made during the duration of the Warranty. Failure to comply with these notice and inspection provisions shall void this Warranty.

If DMM finds that any of your Siding Product does not meet the Warranty set forth herein, after inspecting and testing the Siding Product, DMM will furnish at its sole option new Siding Product, free of charge, to replace each defective area of Siding Product or refund the purchase price of the defective Siding Product. These remedies are the Qualified Owner's exclusive remedies for breach of warranty. DMM shall not be responsible for labor costs and shall not be liable for any other losses or damages.

**Specific Exclusions:** This Warranty does not cover (a) damage to the Siding Product caused during installation; (b) Siding product not installed in accordance with appropriate local building codes and acceptable trade practices in that specified area; (c) damage caused due to failure to follow painting guidelines provided by DMM; (d) intentional or unintentional misuse of or damage to the Siding Product; (e) damage to Siding Product or structure caused by impact of foreign objects, earthquakes, fire, flood, lightning, ice, tornado, hurricane, windstorm, or any other Acts of God; (f) movement, settlement, distortion, warping or cracking of the Siding Product's structural supports or accessories used in connection therewith; (g) physical abuse, vandalism, riot, insurrection, improper maintenance, use of incompatible accessories; (h) color fading, color changes or variations of the color hue or physical

deterioration of the color for any reasons including, but not limited to pollution, mold, mildew, acid rain, weathering, oxidation, air pollutants, or application of harmful chemicals or vapors to the Siding Product. This Warranty also does not cover siding manufactured by others, accessory materials, or installation labor provided by others.

This is the entire Warranty between DMM and the Qualified Owner with respect to Siding Product. This Warranty supersedes all prior and contemporaneous agreements, representations, or understandings, whether oral or written, relating to Siding Products. Statements contained in DMM's advertising materials do not constitute a warranty. THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY DMM WITH RESPECT TO SIDING PRODUCTS. DMM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU LIVE IN A STATE WHERE THE DISCLAIMER OF IMPLIED WARRANTIES IS NOT ALLOWED, THEN THE DURATION OF ANY IMPLIED WARRANTY IS HEREBY LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES. OTHERWISE, THIS WARRANTY IS THE QUALIFIED OWNER'S SOLD AND EXCLUSIVE REMEDY.

DMM reserves the right, in its sole discretion, to modify or withdraw the Warranty, in which event this Warranty will not be applicable to any purchases of Siding Products that occur after the date of the modification or withdrawal.

**DMM shall in no event be liable under any circumstances for incidental, punitive, consequential, exemplary or other damages, or for any damages to any structure or its contents or its occupants, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability, or otherwise. This express Warranty excludes all costs of labor, installation, reinstallation, disposal, freight, taxes, or any other charge related to defective Siding Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.**

This Warranty gives the Qualified Owner specific legal rights, and the Qualified Owner may have other rights which may vary from state to state.

For further Information concerning this Warranty or to report claims, contact:

DURATION Moulding & Millwork  
ATTENTION: Director of Sales & Marketing  
65 Klockner Road  
Hamilton, NJ 08619