

# CHOOSE 100% HARDIE™

Effective May 15, 2014

James Hardie Building Products, Inc. ("Hardie"), for a period of 10 years from the Date of Certification in the 100% Hardie Program (the "Coverage Period") shall at its option, repair, repaint or replace the following James Hardie® products ("Products") on a Certified 100% Hardie Home:

- HardiePlank® HZ5® Lap Siding
- HardiePanel® HZ5 Vertical Siding
- HardieShingle® HZ5 Siding
- HardieSoffit® HZ5 Panels
- HardieTrim® HZ5 Boards, including Crown Molding and Fascia boards
- HardieTrim™ Moulding
- Artisan® Lap Siding
- Artisan Accent Trim
- Hardie®Reveal® Panels
- HardieReveal2.0™ Panels
- Any of the above James Hardie products with ColorPlus® Technology

This 10-Year Extended Service Commitment ("Service Commitment") extends only to 1) the first Registered Owner of a Certified Home or 2) the first transferee owner of a Certified Home, both "Covered Persons". A Registered Owner is an owner who has been registered in the 100% Hardie Program. A Certified Home is a single-family home that has been certified as being compliant with the 100% Hardie Program by the 100% Hardie Program Service Manager.

## 1. WHAT WE WILL DO.

If, during the Coverage Period any Products are found to be defective in materials or workmanship, or to exhibit a product performance issue related to installation, Hardie will in its sole discretion and subject to the terms and conditions herein repair, repaint or replace the affected portions of the Products on a Certified Home. Hardie will, also at its sole discretion and subject to the terms and conditions herein, correct specific installation defects that it may deem to have a material impact on the future performance of the Products. Hardie will cover the cost of materials and labor for any repair, repainting, or replacement of the affected portions of the Products and/or correction of the specific installation defects. Repair, repainting, replacement or correction pursuant to this Service Commitment is the exclusive remedy available to Covered Persons during the Coverage Period.

Prior to the start and upon expiration of the Coverage Period, the following James Hardie product and finish warranties shall apply and continue to apply according to their respective terms and conditions:

- (a) 30-Year Limited Warranty for HardiePlank HZ5 Lap Siding, HardiePanel HZ5 Vertical Siding, HardieShingle HZ5 Siding, and HardieSoffit HZ5 Panels
- (b) ColorPlus Technology 15-Year Limited Finish Warranty
- (c) 15-Year Limited Warranty for HardieTrim HZ5 Boards (includes HardieTrim Crown Moulding, HardieTrim Moulding and HardieTrim Fascia Boards)
- (d) Artisan HZ5 Lap Siding 30-Year Limited Warranty
- (e) Artisan Accent Trim 15-Year Limited Warranty
- (f) 30-Year Limited Warranty for Hardie Reveal HZ5 Panels

## 2. WHAT YOU MUST DO/CONDITIONS OF THIS SERVICE COMMITMENT.

Coverage under this Service Commitment shall be subject to the following terms and conditions:

- (a) The owner of the Certified Home must be a Covered Person as defined above.
- (b) The Certified Home must be certified as compliant with the 100% Hardie Program by the Program Service Manager.
- (c) A Covered Person must provide notice to Hardie within thirty (30) days after discovery of any claimed defect covered by this Service Commitment. 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.
- (d) 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 or damage is remedied, if applicable. Before any permanent repair, repainting or replacement of the Products, a Covered Person must allow Hardie or Hardie's authorized agent access to the property and structure where the Product is installed to examine, photograph and take samples of the Products.

## 100% HARDIE 10-YEAR EXTENDED SERVICE COMMITMENT

### 3. WHAT IS NOT COVERED/EXCLUSIONS.

This Service Commitment only covers damage to or defects in the Products. It does not cover damage to other components of the underlying wall assembly, or to windows, doors or other hardware or features installed in the walls where the Products are installed. This Service Commitment also does not cover damage or defects resulting from or in any way attributable to:

- (a) Damage from incorrect design of the underlying structure or failure to comply with applicable building codes;
- (b) Further processing, modification or alteration of the Products after shipping from Hardie;
- (c) Neglect, abuse, or misuse;
- (d) Repair or alteration by persons other than Hardie employees or authorized agents of Hardie;
- (e) Settlement or structural movement and/or movement of materials to which the Product is attached;
- (f) Exceeding the maximum designed wind loads;
- (g) 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);
- (h) Efflorescence, peeling or performance of any third party paints, stains and/or coatings;
- (i) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces);
- (j) Lack of proper maintenance; or
- (k) Any cause other than defects in material and workmanship attributable to Hardie or improper installation of the Products.

**4. NO WAIVER.** Hardie may, in its discretion, extend benefits beyond what is covered under this Service Commitment. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

**5. LIMITATION OF WARRANTY. FOR THE COVERAGE PERIOD, THIS 10-YEAR EXTENDED SERVICE COMMITMENT IS THE EXCLUSIVE REMEDY FOR DEFECTS IN OR DAMAGE TO THE PRODUCTS. EXCEPT FOR THE TERMS AND CONDITIONS HEREIN, HARDIE DISCLAIMS ALL 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 Service Commitment 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 Service Commitment gives you specific legal rights, and you may have additional rights, which vary from state to state.


**6. 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.

**7. ENTIRE AGREEMENT.** For the Coverage Period, this Service Commitment represents the only remedy for defect or damage extended by Hardie for the Products. No employee or agent of Hardie or any other party is authorized to make any other warranty in addition to those stated in this Service Commitment.

### 8. HOW TO OBTAIN SERVICE ON YOUR 100% HARDIE HOME.

For service, call 100% Hardie Customer Service at 844-833-2336, visit [choosehardie.com](http://choosehardie.com) or write to James Hardie Building Products Inc., Attn: 100%Hardie MN Program, 231 South LaSalle Street, Suite 2000, Chicago, IL 60604.



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