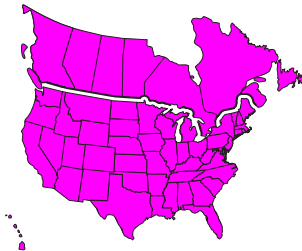




# ColorPlus® Technology

Effective April 2021



**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, and Nunavut) 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 manufacturing defects. When used for its intended purpose, properly installed and maintained according to Hardie’s published instructions, Hardie warrants that 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. WHAT YOU MUST DO/ 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 may affect Product performance and affect remedies available under 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

## Homeowner Care and Maintenance Tips

### PATCHING

Fill dents, chips and cracks using a good quality cement patching compound (acrylic mortar patch), which can be found at your local Home Center or Hardware Store.

### PRODUCT REPLACEMENT

Replace siding and trim products in accordance with James Hardie's written installation instructions.

### CAULK REPLACEMENT

When caulk 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 C834 or better. Caulking should be applied in accordance with the caulking manufacturer's written application instructions.

### PAINT MAINTENANCE

Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly cleaned. Repaint immediately using a good quality 100% acrylic paint. For best results, please refer to your paint manufacturer's written specifications for application rates and required topcoats.

Call 1-800-9-HARDIE or visit [www.JamesHardiePros.com](http://www.JamesHardiePros.com) to obtain written installation requirements or for more detailed technical information.

### 15-Year Limited Finish Warranty continued...

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 fading or chalking 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. NO WAIVER:** Hardie may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. 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. 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.

**6. 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.

### 7. MODIFICATIONS AND ALTERATIONS OF PRODUCT:

Hardie shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

**8. 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.

### 9. MODIFICATION OR DISCONTINUATION OF PRODUCTS:

Hardie reserves the right to discontinue or modify the Product at any time without notice. In the event that replacement of the Product pursuant to this Limited Warranty is not possible, Hardie will fulfill any refund or replacement obligation under this Limited Warranty with a Hardie Product of equal or greater value.

### COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner \_\_\_\_\_

Installation Address \_\_\_\_\_

Name of Installing Contractor \_\_\_\_\_

Date Installed \_\_\_\_\_ Contractor Phone Number \_\_\_\_\_