

TERRAPLANK™

Lap, Panel and Shake

25 Year Transferable Limited Product Warranty

1. WARRANTY COVERAGE. Plycem USA LLC a.k.a. Allura® (“Allura®”) warrants, for a period of twenty-five (25) years from the date of purchase (the “Limited Warranty Period”) of Allura®’s Fiber Cement TERRAPLANK products (each, the “Product”) for installation within the continental U.S., that such purchased Product, when manufactured complies with ASTM C1186, and is free from manufacturing defects in material and workmanship (collectively, this “Limited Warranty”). This Limited Warranty extends only to: (i) 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 of the structure to which Product is applied (each a “Covered Person”).

2. ALLURA®’S OBLIGATIONS. If, during the Limited Warranty Period, the Product is determined not to meet the terms of the Limited Warranty because it was not manufactured in compliance with ASTM C1186, or was not free from manufacturing defects in material and workmanship (a “Warranty Defect”), Allura® will, in its sole discretion, either: (a) refund or provide replacement pieces of the defective portion of the Product, or (b) during the first 10 years, reimburse the Covered Person for up to twice the original 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. After the 25th year of the Limited Warranty Period, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to Allura®’s reasonable satisfaction, the retail cost of the defective portion of the Product shall be determined by Allura® in its sole and reasonable discretion. Allura®’s replacement or refund of the defective portion of the Product or reimbursement pursuant to this Section 2 of this Limited Warranty is the sole and exclusive remedy for the Covered Person for any Warranty Defect. **ALLURA® WILL NOT REFUND OR PAY ANY COSTS OR EXPENSES IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS. IF ALLURA CHOOSES TO PROVIDE REPLACEMENT PIECES OF THE DEFECTIVE PORTION OF THE PRODUCT, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, THE LIMITED WARRANTY PERIOD FOR THE REPLACEMENT PRODUCT SHALL BE THE SHORTER OF THE LIMITED WARRANTY PERIOD OF THE REPLACEMENT PRODUCT OR THE LENGTH OF ANY REMAINING WARRANTY PERIOD UNDER THE LIMITED WARRANTY OF THE REPLACED PRODUCT.**

3. CONDITIONS PRECEDENT. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions (collectively, the “Conditions Precedent”):

(a) A Covered Person must provide written notice to Allura® within thirty (30) days after discovery of any claimed Warranty Defect covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed Warranty Defect and any additional information necessary for Allura® to investigate the claim. Photos of the Product, showing the claimed Warranty Defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Allura® that such claimant is a Covered Person as defined in Section 1 above.

(b) The Product must be installed according to Allura®’s printed installation requirements and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.

(c) Upon discovery of a claimed Warranty Defect, a Covered Person must immediately, and at a Covered Person’s own expense, provide for protection of all property that could be affected until the claimed Warranty Defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow Allura® or Allura®’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. Any repairs initiated by or on behalf of a Covered Person without prior authorization from Allura® may void this Limited Warranty.

4. **EXCLUSIONS.** This Limited Warranty does not cover any loss or 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, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, framing members, wall assemblies or other accessories; (b) further processing, modification or alteration of the Product after shipping from Allura®; (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) damage resulting from water infiltration; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual weather or climate conditions); (j) efflorescence; (k) peeling or performance of any third party paints, stains and/or coatings; (l) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (m) lack of proper maintenance; and/or (n) any cause other than a Warranty Defect attributable to Allura®.

5. **NO WAIVER.** Allura® 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 Allura®'s right to strictly enforce the exclusions, disclaimers, and limitations, set forth herein for any or all other circumstances.

6. **SETTLEMENT OF A CLAIM.** Any Product replacements, refund or reimbursements made by Allura® pursuant to Section 2, above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims in any arbitration or litigation related to or arising from the Product so replaced or refunded or for which a reimbursement has been made. By accepting Product replacement, refund or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or refunded or for which a reimbursement has been made.

7. **LIABILITY LIMITATION. IN NO EVENT SHALL ALLURA® BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

8. **WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCT. ALLURA® EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION 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 jurisdictions 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 one jurisdiction to another.

9. **PRODUCT MODIFICATION/DISCONTINUANCE.** Allura® reserves the right to discontinue or modify the Product at any time, without notice. In the event replacement of the Product pursuant to this Limited Warranty is not possible, Allura® may fulfill any replacement obligation under this Limited Warranty with a comparable Allura® product, as determined in Allura's sole discretion.

10. CHOICE OF LAW. This Limited Warranty is to and shall be construed under the laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

11. BINDING ARBITRATION. **By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of the Product shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Consumer Arbitration Rules (the "Rules"). The Rules may currently be found on the American Arbitration Association's web site at www.adr.org. Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against Allura®, you must file a case with the American Arbitration Association in Houston, Texas. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas, provided however, that in a dispute involving \$25,000.00 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. You may visit the American Arbitration Association's web site at www.adr.org to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you are waiving the right to a trial by jury or to participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1--16).**

12. SEVERABILITY. **All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.**

13. ENTIRE AGREEMENT. This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of Allura®. **NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALLURA® OR EMPLOYEES OR AGENTS OF ALLURA® OR ANY OTHER PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR CREATE ANY ADDITIONAL WARRANTIES FROM ALLURA® OR IN ANY WAY INCREASE THE SCOPE OF ITS OBLIGATIONS IN ADDITION TO THOSE MADE IN THIS LIMITED WARRANTY.**

14. EFFECTIVE DATE. The effective date of this Limited Warranty is February 15, 2023 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations occurring on or after the Effective Date.

15. OBTAINING LIMITED WARRANTY SERVICE. For Limited Warranty service (a) call 1-844-4ALLURA; (b) write at Warranty Department, Plycem USA LLC, 396 W. Greens Rd., Suite 300, Houston, TX 77067; or (c) Visit <https://allurausa.com/warranties>.

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 Allura®'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.