



## Limited Lifetime / 50 Year Transferable Warranty

**In General.** This express limited warranty ("Warranty") covers performance of the Foundry and Grayne products in the Foundry® product line manufactured by Boral Building Products Inc. ("Boral") or an affiliate of Boral ("Products"). Boral does not warrant installation labor provided by others.

**Who is Covered.** This Warranty extends to the original owner(s) of a single-family residence ("Residence") on the date of purchase of the Products ("Residential Owner") and the original owner(s) of any other structure ("Structure") on the date of purchase of the Products ("Non-Residential Owner"). This Warranty may be transferred one time to the party to whom the original Residential or Non-Residential Owner transfers ownership of the Residence or Structure, provided the transfer occurs during the first five (5) years after the Owner originally purchased the Products ("Permitted Transferee"). To transfer this Warranty, the Permitted Transferee must send to Boral within sixty (60) days of the transfer of ownership, proof of: (a) the original date of purchase of the Products, and (b) the transfer of ownership of the Structure from the Owner. In the event of a permitted transfer, the effective date of the Warranty for pro-rata purposes will remain the date of original purchase of the Products by the original Owner.

**Terms of Warranty. Foundry Products** - Boral warrants to the Residential Owner that the Products are free from manufacturing defects which result in peeling, flaking and blistering under normal weather conditions for the lifetime of the Residential Owner. In the case of a Non-Residential Owner or Permitted Transferee, the Products are warranted from the date of purchase as Pro-Rated Warranty Coverage is shown below. The Products are also warranted against excessive fading (which is defined by a change in color greater than four (4) Hunter units as calculated according to ASTM D2244), for the first ten (10) years after the date of purchase but only to the original Residential or Non-Residential Owner. The excessive fade warranty cannot be transferred.

**Grayne Products** - Boral warrants to the Residential Owner, Non-Residential Owner and Permitted Transferee, that the Products are free from manufacturing defects which result in peeling, flaking, corrosion or rot under normal weather conditions from the date of purchase as Pro-Rated Warranty Coverage is shown below. Pre-Finished Grayne Products are also warranted against excessive fading (which is fading in excess of gradual and even fading across each directional exposure (i.e., North, South, East, or West)), for the first ten (10) years after the date of purchase, but only to the original Residential or Non-Residential Owner. The excessive fade warranty cannot be transferred. The excessive fade warranty does not apply to any Pre-Finished Grayne Products which have been painted or to Paintable Grayne Products.

### Warranty Exclusions:

This Warranty does not apply to any problems with non-defective Products caused by conditions or handling beyond Boral's control. This Warranty does not cover claims, damage to or failure of the Products resulting from the following: 1) Acts of God or fire; 2) Accidental or intentional acts of the Owner, the installer or others; 3) Installation not in accordance with Boral's express instructions (which shall be solely determined by Boral); 4) Defects in, failure of, or damage to the wall or material on which the Product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building; 5) Distortion or warping due to additional or unusual heat sources, including without limitation, reflected light, specifically including but not limited to reflections from nearby windows (particularly, but not only, when such windows incorporate Low-E glass) whether such windows are the property of the homeowner or another party, and heat buildup caused by inadequate roof ventilation; and any other cause not involving inherent manufacturing defects in the material supplied by Boral; 6) Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), acid rain, mildew, exposure to harmful chemicals or the application of third party products such as paint; 7) Fading, chalking or accumulation of dirt or stains caused by normal weathering resulting from exposure to sunlight, extremes of weather and atmospheric conditions caused by the geographical location of the building and the cleanliness of the air; 8) Discoloration or staining due to shading or sap from trees, bushes, plants, ash from chimneys, and proximity of the Products to copper, zinc or other metals; 9) Fading of the Pre-Finished Grayne Products that does not rise to the level of than excessive fading (as defined above).

**Remedies.** If the Products do not meet the Warranty, Boral shall at its option and subject to the Warranty Coverage Schedule shown below (as applicable), repair or replace the Products or refund the purchase price of the Products (less taxes). For the first five (5)

years after the purchase date of the Products, Boral shall also pay the cost of labor to complete the repair up to \$125/square. This labor reimbursement is non-transferable and does not include labor to paint the repaired or replaced Products. After the first five (5) years, Boral will not be liable for labor costs to remove Products from the Owner's residence or structure or to install replacement Products on the residence or structure, or travel expenses, or freight charges. Any Products repaired or replaced hereunder will continue to be covered under the terms of this Warranty for the remainder of the applicable warranty period.

**Hail Damage Exception.** In the event of damage caused by hail during the warranty period, before any warranty coverage shall apply, the Owner must first pursue the cost of replacement or repair of damaged Products through homeowner's insurance and/or any other applicable insurance coverage. The cost of replacement Product that is not paid by insurance proceeds will be reimbursed by Boral (excluding any insurance deductible) subject to the pro-rated Warranty Coverage Schedule shown below. Boral will not be responsible for the cost of the labor required to remove and dispose of the hail-damaged Product or to install the replacement Product. In the event the Owner does not have insurance, the value of replacement Products supplied by Boral will be limited by the pro-ratio Warranty Coverage Schedule shown below. In any event, Boral reserves the right, at its sole option, in lieu of paying for replacement or repair costs, to refund the amount paid by the original owner for the hail damaged Products plus the cost of the original installation of the hail damaged Products.

**Claims Procedure.** Claims under this Warranty will be honored only if the following conditions are met: (1) proof of purchase date and purchase price are provided; (2) Boral is notified within thirty (30) days after the facts on which the claim is based become known; and (3) Boral has an opportunity to investigate and approve the claim. Claims may be submitted online at [www.boralbuildingproducts.com](http://www.boralbuildingproducts.com) or by calling 800-521-8486.

**Replacement and Product Variations.** Boral reserves the right to remove or have removed sufficient undamaged Products for examination before providing any replacement Product or reimbursement. Boral will attempt to replace defective Product with new Product having the same color, gloss and design; however, color variations may exist between Products manufactured at different times and Boral may discontinue or change the design of a particular Product profile. In any event, Boral reserves the right to replace the defective Product with Product of similar color, gloss and design. This Warranty shall be void if anyone makes repairs or modifications to Products that are not first approved in writing by Boral, except for necessary emergency repairs.

**Warranty Limitations. THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF BORAL FOR THE PRODUCT(S). BORAL HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE PRODUCT(S) INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BORAL SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS.**

No person, employee, agent or otherwise, is authorized to vary or change the terms of this Warranty either orally or in writing, and any statements contained in Boral's general advertising pamphlets or other printed materials do not constitute a warranty and shall not be binding on Boral except as expressly set forth in this Warranty.

**Legal Rights.** This Warranty gives the owners of the Products covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.

<b>Foundry Products - Lifetime Warranty Coverage Schedule for Residential Owner</b>	
<b>Share Of Purchase Price Paid By Original Residential Owner That Boral Will Pay Toward A Covered Claim</b>	<b>100% (less taxes)</b>

<b>Foundry - 50-Year Pro-Rated Warranty Coverage Schedule For Non-Residential Owner and Permitted Transferee</b>		<b>Grayne - 50 Year Pro-Rated Warranty Coverage Schedule For All Owners and Permitted Transferee</b>	
<b>Number of Years Since Date of Purchase of Product by Original Owner</b>	<b>Percentage Of Purchase Price Less Taxes Paid By Original Owner That Boral Will Pay To Warranty Claimant</b>	<b>Number Of Years Since Date Of Purchase of Product By Original Owner</b>	<b>Percentage Of Purchase Price Less Taxes Paid By Original Owner That Boral Will Pay To Warranty Claimant</b>
0-5 years	100%	0-5 years	100%
6 years	90%		
7 years	80%	6-10 years	75%
8 years	70%		
9 years	60%		
10 years	50%	11-15 years	50%
11 years	40%		
12 years	30%	16-20 years	25%
13 years	20%		
14 or more years	10%	21-50 years	10%