



*50 Year Transferable Limited Product Warranty*

**WARRANTY COVERAGE.** ALLURA, Inc. ("ALLURA") warrants, for a period of fifty (50) years (the "Limited Warranty Period") from the date of purchase of ALLURA's Fiber Cement Siding Products (collectively, herein called "the Product"), for installation within the Continental U.S., the District of Columbia, and Canada, that such purchased Product complies with ASTM C1186, and that, if used for its intended purpose and properly installed and maintained according to ALLURA's published installation instructions: (a) will resist damage caused by hail or termite attacks, (b) will resist rot, (c) will remain non-combustible, and (d) will be free from manufacturing defects in material and workmanship. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, (ii) the first subsequent owner of the property on which the Product is installed, and (iii) the first transferee (each a "Covered Person").

**2. ALLURA'S OBLIGATIONS.** If, during the Limited Warranty Period, the Product is defective in material or workmanship, ALLURA will, in its sole and reasonable discretion, **either:** (i) repair **or** replace the defective portion of the Product, **or** (ii) (a) during the first (1st) through the thirty-fifth (35<sup>th</sup>) year from the date of Product installation, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product (no labor or other charges shall be paid), **or** (b) during the thirty-sixth (36<sup>th</sup>) through the fiftieth (50<sup>th</sup>) year from the date of installation, reimburse the Covered Person an amount equal to the cost of similar replacement product for the defective portion of the Product (no labor or other charges shall be paid) less an annual pro rata reduction of 6.67% per year (36<sup>th</sup> year, 6.67%; 37<sup>th</sup> year, 13.34%, etc.) such that from and

after the fiftieth (50) year the amount payable under this Limited Warranty shall be zero. If the Covered Person to the reasonable satisfaction of ALLURA cannot establish the original retail cost of the defective portion of the Product, the retail cost of the defective portion of the Product shall be determined by ALLURA in its sole and reasonable discretion. ALLURA's repair or replacement of the defective portion of the Product, or reimbursement to a Covered Person, pursuant to this Section 2 of this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. ALLURA WILL NOT REIMBURSE OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

**3. CONDITIONS PRECEDENT.** Warranty coverage under this Limited Warranty is and shall be subject to the following terms and conditions:

(a) A Covered Person must provide written notice to ALLURA within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must include: (a) the name, phone number and address of the owner of the property on which the Product was installed, (b) the address of the property on which the Product was installed, (c) The name of the Product or a detailed description, and the date on which the Product was installed, (d) The date when the claimant discovered the problem, (e) A brief description of the problem, and (f) A brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damage or failure to the Product and to the Covered Person's property.

(b) Shortly after receiving written notice of a claimed defect covered by this Limited Warranty, ALLURA will provide the claimant with a Claimant



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Questionnaire to fill out. This Claimant Questionnaire must be completed, signed and returned by the claimant to ALLURA (along with the photographic or other physical evidence requested in the Claimant Questionnaire) within sixty (60) days after the date on which ALLURA provided the Claimant Questionnaire to the claimant. A claimant under this Limited Warranty must provide satisfactory proof to ALLURA that such claimant is a Covered Person as defined in Section 1 above.

(c) The Product must be installed according to ALLURA's printed installation requirements and must comply with all applicable building codes adopted by applicable federal, state and/or local governmental authorities.

(d) Upon discovery of a claimed 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 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 could possibly void the Product's Limited Warranty.

**4. EXCLUSIONS FROM COVERAGE.** This Limited Warranty does not cover damage or defects resulting from or in any way pertaining or 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, trim, 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) Product 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 to which the Product is attached; (g) Exceeding the maximum designed wind loads; (h) Acts of God including without limitation riots, civil insurrections, wars, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including without limitation unusual weather or climate conditions); (i) Efflorescence, (j) Peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) Lack of proper storage, handling, shipping or maintenance; or (m) Any cause whatsoever other than defects in material and workmanship attributable to ALLURA.

**5. SETTLEMENT OF A CLAIM.** Any Product replacements 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 any Product so replaced or for which a reimbursement has been made. By accepting Product replacement 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 for which a reimbursement has been made.

**6. LIABILITY LIMITATION.**



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**NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, ALLURA SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING**

**WITHOUT LIMITATION ANY AND ALL CLAIMS PERTAINING TO: (a) PROPERTY DAMAGE, (b) BREACH OF WARRANTY, (c) BREACH OF CONTRACT, (d) TORT, OR (e) ANY OTHER LEGAL CLAIM OR THEORY.**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**7. WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE ALLURA PRODUCT COVERED HEREBY. ALLURA 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 states 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 might possibly have additional rights, which vary from one jurisdiction to another.

**8. PRODUCT MODIFICATION/DISCONTINUANCE.** ALLURA reserves the right to

discontinue or modify the Product at any time, and from time to time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, ALLURA will, in its sole discretion, fulfill any replacement obligation under this Limited Warranty with a product of equal or greater value.

**9. 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.

**10. 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 any Product from ALLURA 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 arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes



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**Supplementary Procedures, if applicable, shall apply. These Arbitration Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://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. You may visit the American Arbitration Association's web site at [www.adr.org](http://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 and ALLURA are each 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).**

**11. 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.

**12. 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 ITS AGENTS WILL CREATE ANY ADDITIONAL ALLURA WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF ALLURA'S OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.

**13. EFFECTIVE DATE.** The effective date of this Limited Warranty is February 1, 2014 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date.

**14. OBTAINING LIMITED WARRANTY SERVICE.** For Limited Warranty service, call **1 844 4 ALLURA** or write Limited Warranty Department, ALLURA, 15055 Woodham Drive, Houston, Texas 77073.