

I. Warranty: Tek Board Overseas, Inc. ("Plycem") warrants (within the United States of America and its territories) to the purchaser and all transferees prior to and including the first owner of the structure where the Product (as defined below) was installed or fixed and the first transferee of such structure (hereinafter, the Owner), that when manufactured, the Product complies ASTM C1186, and is free from material and manufacturing defects. When the Product is used for its intended purpose, is properly installed, incorporated or fixed and maintained according to Plycem's published installation instructions, the Product will not delaminate, will remain non-combustible, and will not be susceptible to damage caused by hail or termite attacks during the Warranty Period.

II. Covered Products: The products covered by this warranty are those products manufactured or sold by Plycem under the trade names PLYCEM TRIM®, for use in construction, according to Plycem's published installation instructions (hereinafter the Product or Products).

III. Warranty Period: This warranty shall remain in effect for 25 years from the date of the first sale of the Product (the Warranty Period).

IV. Remediation: If during the Warranty Period any Product proves to be defective, Plycem, at its sole discretion, shall either: a) replace the defective Product, excluding labor and other costs related to disassembly, reinstallation, or associated accessories or materials costs; or b) reimburse the owner an amount equal to the current market cost of the defective Product (excluding sales tax) less depreciation. The amount of depreciation applicable will be equal to 4% of the current market cost of the Product times the number of years elapsed since the date of the original purchase. Plycem will be authorized, at its sole discretion, to determine the current market cost for the replacement of the Product. SECTION IV OF THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE OWNER WITH RESPECT TO ANY DEFECT OR FAILURE.

V. Warranty Conditions: This warranty shall be subject to compliance with all of the following terms and conditions: (i) the claimant must provide proof that he/she is the Owner, as defined in Clause I; (ii) the Product must be properly transported, handled and stored at all times between purchase and installation, according to Plycem's instructions; (iii) the Product must be installed according to Plycem's printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation; (iv) the Owner shall notify Plycem in writing, within 30 days after discovery of any claimed defect or failure covered by this warranty, and provide a description of the problem and sufficient details, including a photograph showing the defect or fault or reason for the claim, sufficient for Plycem to act on the claim; Plycem may request, and owner shall supply, such additional information as may be reasonably necessary for investigation of the claim; (v) upon discovery of a possible defect or failure of the Product, the owner must immediately, and at the Owner's expense, take all the reasonable measures to protect the Product and/or the property that could be affected until the defect or failure is remedied, (vi) at Plycem's request, the Owner will arrange and provide access to Plycem's representatives to the Product and property in which it is located, incorporated, installed or fixed, and will allow them to freely investigate, inspect, take photographs and take reasonably required samples.

VI. Exclusions: This warranty does not cover damages or defects resulting from or in any way attributable to: (i) failure to follow Plycem's instructions, abuse or negligence during transportation, storage or handling of the Product at any time after its sale by Plycem; (ii) the improper, negligent or unauthorized use or installation of the Product, or failure to use and install it in compliance with the written instructions published by Plycem, or its use or installation in a form incompatible with applicable building codes, regulations and norms; (iii) repairs, alterations or reinstallation of the Product; (iv) structural deficiencies, defects of structural design, settlement, structural movement or movement of the materials to which the Product is installed or affixed, or to which it has been incorporated; (v) hurricanes, tornados, earthquakes, tremors, floods, severe weather, falling objects and other such natural phenomena; (vi) force majeure or other casualty of God; (vii) GROWTH OF MOLD, MILDEW, FUNGI, BACTERIA OR ANY OTHER ORGANISM ASSOCIATED WITH HUMIDITY, ON ANY SURFACE OF THE PRODUCT; (viii) inadequate, negligent or lack of maintenance of the Product or the structures to which it is fixed or in which it is incorporated; (ix) the presence in the atmosphere or the structure in which the Product is installed, incorporated or fixed, of chemical or biological polluting agents, acids or similar agents, which alter or adversely affect the Product; (x) the presence of efflorescence, the inadequate performance of paints and/or coatings of any nature applied by parties other than Plycem; (xi) acts of war, terrorism, violence of civil hostility; (xii) abuse or misuse of the Product; (xiii) any cause other than manufacturing defects attributable directly to Plycem.

VII. Disclaimer: The statements in this warranty constitute the only warranty extended by Plycem for the Product. PLYCEM 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, or by usage of trade or course of dealing, 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.

VIII. Others: To ensure the safe and proper use of these Products, Plycem will provide the buyer with the instructions and safety requirements for the installation and maintenance of the Product. IN NO CASE AND UNDER NO CIRCUMSTANCE WILL PLYCEM BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCTS OR FROM DEFECTS IN THE PRODUCTS, INCLUDING BUT NOT LIMITED TO DAMAGES TO ANY STRUCTURE OR ITS CONTENTS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. Plycem reserves the right to alter, change, modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

IX. Claims: All claims are to be directed to Plycem Customer Service:
Tek Board Overseas, Inc.
P.O. Box 0816-04005 Panama
Republica de Panama
or online at www.plycemtrim.com.