

# ARTISAN® HZ5® LAP SIDING LIMITED WARRANTY

Effective February 2011

**1. LIMITED WARRANTY.** James Hardie Building Products, Inc. ("Hardie") warrants, for a period of thirty (30) years (the "Limited Warranty Period") from the date of purchase of (for installation within the U.S. (except Alaska), Puerto Rico and Canada (except Yukon Territory, Northwest Territories, Nunavut, New Foundland and Labrador, Nova Scotia, Prince Edward Island, and New Brunswick) (the "Limited Warranty Period") Artisan® HZ5® Lap (the "Product") that such purchased Product will resist damage caused by hail or termite attacks, and be free from defects in materials and workmanship. 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 (each a "Covered Person").

**2. WHAT WE WILL DO.** If, during the Limited Warranty Period, the Product is defective in materials or workmanship, Hardie will, in its sole discretion, either repair or replace the defective portion of the Product, or reimburse the Covered Person up to twice the current retail cost of the Product. Hardie's repair, replacement, or refund of the defective portion of the Product or reimbursement pursuant to Section 2 of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. **HARDIE WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.**

**3. WHAT YOU MUST DO / CONDITIONS OF LIMITED WARRANTY:** Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

- (A) A Covered Person must provide written notice to Hardie within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed defect and any additional information necessary for Hardie to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Hardie that such claimant is a Covered Person as defined in Section 1 above.
- (B) The Product must be installed according to Hardie's printed installation instructions 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 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 Hardie or Hardie'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 Hardie may void the warranty.

**4. WHAT IS NOT COVERED:** This Limited 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 Conditions of Limited Warranty set forth in Section 3 of this Limited Warranty) and/or improper installation of studs or other accessories; (B) Further processing, modification or alteration of the Product after shipping from Hardie; (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) Exceeding the maximum designed wind loads; (H) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (I) Efflorescence, peeling or performance of any third party paints, stains and/or coatings; (J) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (K) Lack of proper maintenance; or (L) Any cause other than material or manufacturing defects attributable to Hardie.

**5. LIMITATION OF LIABILITY.** IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**6. LIMITATION OF WARRANTY.** THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING 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 may have additional rights, which vary from state to state.

**7. ENTIRE AGREEMENT.** This Limited Warranty contains and represents the only warranty extended by Hardie for the Product. No employee or agent of Hardie or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**8. MODIFICATION OR DISCONTINUATION OF PRODUCTS.** Hardie reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, Hardie will fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.

**9. HOW TO OBTAIN WARRANTY SERVICE.** For warranty services call 866-375-8603 or write Warranty Department, James Hardie Building Products, Inc., 10901 Elm Avenue, Fontana, California 92337.

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