

Miscellaneous Information • Warranty

LIMITED WARRANTY

Cement Board Fabricators (CBF) warrants that all products distributed by CBF are free from defects in material and workmanship using manufacturers' specifications as a standard. Only products that are installed & used in accordance with applicable CBF instructions or specifications are warranted by CBF. All warranty claims must be made, in writing, within 30 days of discovery of the defect, or within five years after the date of shipment of the product by CBF, whichever is later. Any claims made outside of this period are waived. If a claim is made under this warranty, you must allow for a reasonable inspection of the product you claim is defective & must provide samples that adequately demonstrate the problem which resulted in your claim for testing by CBF. CBF disclaims all implied warranties including the warranty of merchantability & fitness for a particular purpose or use. This warranty shall serve as the exclusive remedy for all claims arising from your status as a buyer of CBF products. This limited warranty may not be modified or amended except by a written agreement authorized & signed by an authorized representative of CBF. Without an express, written authorization from CBF, no retailer or distributor of CBF products has the ability to modify or amend this warranty.

LIMITATION OF LIABILITY

This limited warranty is your sole & exclusive warranty for all claims arising from your status as a buyer of CBF products, including defects in material & workman ship. It is expressly understood & agreed that the limit of liability will be, at CBF's option, repair, resupply of a like quantity of non-defective product, or refund of the purchase price of the material. All labor and service charges which may be incurred with respect to either the original or replacement product are excluded. CBF shall have no liability except where the claim results solely from breach of CBF's limited warranty. CBF shall not be liable for any incidental or consequential damages result ing from the purchase or use of CBF products. Furthermore, CBF shall not be liable for damage to the property to which any CBF product is applied or its contents, loss of time, profits, or any inconveniences arising out of any breach of this limited warranty or obligations under this limited warranty. CBF shall not be liable for damages which are based on negligence, breach of warranty, strict liability, or any other theory except as provided for in the Limited Warranty above. Incidental & consequential damages shall not be recovered even if the replacement remedy fails of its own purpose or for any other reason.

This limited warranty covers the structural or physical defects of the base material only. Alterations of the surface or damage due to external influences such as mechanical loads & defects from the use of improper accessories are **expressly excluded** from this warranty. Changes in color/efflorescence on the boards (e.g. fading) are part of the normal aging & weathering process of cement based materials & are also **expressly excluded** from this warranty.



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