

## Limited Lifetime Transferable Warranty

**In General.** This express limited warranty ("Warranty") covers performance of the products in the Builders Edge product line ("Products) manufactured and/or sold by Boral Building Products Inc. ("Boral"). Boral does not warrant any installation labor provided by others except as expressly provided herein.

**Products**: - Shutters

- Utility Vents and Mounting Blocks

- Designer Windows

- Headers for Windows and Doors

- RidgeMaster and Hipmaster Vents

- Door Surrounds

- Dentil Trim and Gable Vents

Who is Covered. This Warranty extends to the original residential or commercial owner(s) of the residence or building ("Structure") on the date of purchase of the Products ("Owner"). This Warranty may be transferred one time to the party to whom the original Owner transfers ownership of the 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. Boral warrants that the Products are free from manufacturing defects which result in cracking, splitting, and excessive fading under normal weather conditions for the lifetime of the Owner. In the case of a Permitted Transferee, the Products (excluding Designer Windows) are warranted for the length of time shown in the Pro-Rated Warranty Coverage Schedule shown below. Designer Windows are warranted for a period of ten (10) years from the date of purchase and warranty coverage may not be transferred. The warranty protection provided against excessive fading is not transferable from the original Owner for all of the 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) repairs or modifications by persons not authorized by Boral, or from the use of parts and accessories (i.e. hardware or mounting devices) not authorized by Boral; 5) unreasonable use, including but not limited to damage caused by cleaning solvents or power washing; 6) fading, peeling, cracking or any other deterioration of finishes applied by any third party; 7) gapping that develops due to normal expansion and contraction due to changes in weather temperature; 8) fading due to normal weathering, as such fading is expected.

Remedies. If the Products do not meet the Warranty, Boral shall at its option and subject to the applicable Warranty Coverage Schedule shown below, repair or replace the Products or refund the purchase price of the Products (less taxes). Reasonable freight charges to ship replacement Products to the Owner or Permitted Transferee will be reimbursed by Boral for covered claims made within five (5) years of the date of purchase. Boral will not be liable for labor costs to remove Products from the Structure or to install replacement Products, for travel expenses, or for freight charges after the first five (5) years of purchase. Any Products repaired or replaced by Boral will continue to be covered under the terms of this Warranty for the remainder of the applicable warranty period.

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 <a href="www.boralbuildingproducts.com">www.boralbuildingproducts.com</a> or by calling 800-521-8486.

**Replacement and Product Variations**. Boral reserves the right to remove and examine sufficient undamaged Products as well as undamaged Products before providing any replacement Product or reimbursement. Boral will attempt to replace defective Product with new Product having the same color and design; however, the exact color or design may no longer be available, and Boral reserves

the right to replace the defective Product with Product of similar design and color. 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 advertising 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.

Lifetime Warranty Coverage Schedule for Original Owner		Pro-Rated Warranty Coverage Schedule for Permitted Transferee	
	Percentage of Purchase Price Less Taxes Paid By Original Owner That Boral Will Pay To Warranty Claimant	Years of Use Obtained After Date of Original Purchase	Percentage Of Purchase Price Less Taxes Paid By Original Owner That Boral Will Pay To Warranty Claimant
During Term of Original Owner's Ownership of the Property	100%	0-5 years	100%
		6 years	90%
		7 years	80%
		8 years	70%
		9 years	60%
		10 years	50%
		11 years	40%
		12 years	30%
		13 years	20%
		14 or more years	10%

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