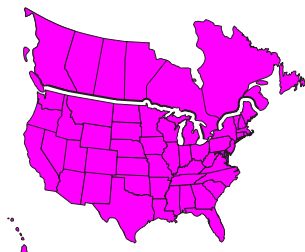




## Express Limited Finish Warranty



# ColorPlus® Technology

Effective February 2024

### 1. LIMITED WARRANTY COVERAGE - FINISH:

James Hardie Building Products Inc. ("James Hardie") warrants that when installed within the U.S. (except Alaska), Puerto Rico and Canada (except Yukon, Northwest Territories, and Nunavut) that the ColorPlus® Technology Finish on Hardie® Products will be free from manufacturing defects, and that the Finish, for a period of 15 years from the date of purchase (the "Limited Warranty Period"): (a) will not peel (b) will not crack, and (c) will not chip. 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 ColorPlus® Technology Finish is defective in materials or workmanship, James Hardie will, in its sole discretion, either issue a refund for or replace the defective portion of the Hardie® Product, or during the first year, reimburse the Covered Person for reasonable fees for paint and labor (an amount not to exceed \$2.15 per square foot) for repair of the damaged portion of the finish. During the 2nd through 15th year, the warranty payment shall be reduced by 6.67% such that after the 15th year no warranty shall be applicable. James Hardie's refund, replacement 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 material or workmanship.

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

a) A Covered Person must provide written notice to James Hardie within ninety (90) 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 James 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 James Hardie that such claimant is a Covered Person as defined in Section 1 above.

b) 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 James Hardie or James 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 James 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 to install the Product in compliance with applicable, published James Hardie installation instructions and applicable building codes. (b) Further processing, modification or alteration of the Product after shipping from James 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 improper design and/or construction of the underlying wall assembly; (g) Damage resulting from water infiltration; (h) Exceeding the maximum designed wind loads for the Product as installed; (i) 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); (j) Efflorescence, 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 non-exposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) Lack of proper maintenance; and/or (m) Any cause other than material or manufacturing defects attributable to James Hardie.

This Warranty does not cover fading or chalking of the ColorPlus® Technology Finish due to normal weathering. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any painted surface to gradually fade, chalk or accumulate dirt over time. This Warranty will cover the Finish against excess color change beyond normal weathering. Excess color change is defined as a change in color of the Finish by greater than four (4) delta E units within the first



# Homeowner Care and Maintenance Tips

## PRODUCT REPLACEMENT

Replace siding and trim products in accordance with James Hardie's written installation instructions.

## CAULK REPLACEMENT

When caulk is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results, use a latex caulk that complies with ASTM C834 or better. Caulk should be applied in accordance with the manufacturer's written application instructions.

## PAINT MAINTENANCE

Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly cleaned. Repaint immediately using a good quality 100% acrylic paint. For best results, please refer to your paint manufacturer's written specifications for application rates and required topcoats.

## CLEANING

Wash down the exterior surfaces every 6 to 12 months with a garden hose to remove dirt and debris, gently cleaning your siding with a soft brush or wet soft cloth.

NOTE: Acid and high pressure washing can damage the fiber cement surface and are not recommended. For more information, download *Technical Bulletin #20, Cleaning Hardie® Primed and ColorPlus® Technology Siding* from [JamesHardie.com](http://JamesHardie.com)

Call 1-800-9-HARDIE or visit [www.JamesHardiePros.com](http://www.JamesHardiePros.com) to obtain written installation requirements or for more detailed technical information.

## 15-Year Express Limited Finish Warranty continued...

three (3) years of install of the Hardie® Product(s) with ColorPlus® Technology. James Hardie shall have sole discretion to determine whether the ColorPlus® Technology Finish exhibits excess color change.

**5. NO WAIVER:** James Hardie may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of James Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

**6. LIMITATION OF LIABILITY:** IN NO EVENT SHALL JAMES HARDIE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL 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.

**7. LIMITATION OF WARRANTY:** THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. JAMES 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 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.

**8. ENTIRE AGREEMENT:** This Limited Warranty contains and represents the only warranty extended by James Hardie for the Product. No employee or agent of James Hardie or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.

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

**10. HOW TO OBTAIN WARRANTY SERVICE:**  
(a) Call 866-375-8603; or  
(b) Write Warranty Department,  
James Hardie Building Products, Inc., 10901  
Elm Avenue, Fontana, California 92337; or  
(c) Visit: <http://claims.jameshardie.com>

## COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner \_\_\_\_\_

Installation Address \_\_\_\_\_

Name of Installing Contractor \_\_\_\_\_

Date Installed \_\_\_\_\_ Contractor Phone Number \_\_\_\_\_

