

15-year Limited Finish Coat Warranty

1. Limited Warranty Coverage

SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS SET FORTH BELOW, Walpanel, Inc. ("Walpanel") warrants (a) to the original purchaser of Wallshell PANELS ("Product") and (b) to such original purchaser's first transferee (each, a "Covered Person") that, when properly installed and maintained in accordance with Wallshell's instructions, the Product's Walpanel Factory-Applied Finish ("Finish") will, for a period of fifteen (15) years from the date of the coat application in the factory:

- A. Not peel,
- B. Not crack,
- C. Not flake, and erode to expose the surface of the fiber cement,
- D. Not significantly lose the product's original colors, patterns or appearance as an exterior wall, which shall be solely determined by Walpanel.

2. Warranty Exclusions

This Limited Warranty does not cover any conditions, qualities, damages or events except as expressly set forth in Section 1 above. For example, this Limited Warranty does not cover, and Walpanel will not be liable for, any defect, damage or failure

- A. In or arising from seal coating, caulking, painting or other coating or finish, excluding Walpanel's recommended materials, applied to the Product after purchase. These defects, damage or failures include without limitation efflorescence, peeling, cracking, flaking, blistering and performance of any 3rd party finishes, paints, stains or coatings.
- B. Caused by or arising out of the Acts of God including, but not limited to, lightning, hurricanes, tornadoes, floods, earthquakes, mud slides or any other extreme weather conditions or similar natural phenomena.
- C. Caused by or which occurs as the result of settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure, or the structure not conforming to its design drawings, plans or specifications, or to any applicable building codes or standards.
- D. Caused by or resulting from or connected with misuse, abuse, improper installation, such as failure to protect the Product from moisture infiltration, improper cleaning, such as power wash or harsh chemical solution wash, lack of proper maintenance, improper storage or handling of the Product, vandalism, or other caused beyond Walpanel's control.
- E. Caused by or which occurs as a result of use other than the normal, customary and intended use set forth in the installation manual and instruction.

THIS WARRANTY APPLIES ONLY TO THE FINISH, AND DOES NOT COVER OR EXTEND TO (A) THE STUDS, INSULATION, BUILDING WRAP OR OTHER MATERIALS OR COMPONENTS OF THE WALLSHELL WALL PANEL SYSTEM OTHER THAN THE PRODUCT, (B) THE STRUCTURE AND/OR

MATERIALS TO WHICH THE PRODUCT IS ATTACHED OR APPLIES, OR (C) ANY WARPING, ROTTING, CRACKING OR OTHER DAMAGES CAUSED BY OR ASSOCIATED WITH ANY OF THE FOREGOING, (D) SOFFIT APPLICATIONS. [FOR DETAILS REGARDING WARRANTIES, IF ANY, WITH RESPECT TO THE OTHER COMPONENTS OF THE WALLSHELL WALL PANEL SYSTEM, PLEASE SEE THE PACKAGING OR WRITTEN MATERIALS ACCOMPANYING SUCH PRODUCTS AND MATERIALS.]

3. Conditions

Walpanel will honor claims under the Limited Warranty ONLY if all of the following conditions are satisfied:

- A. The Covered Person must provide proof of the date of purchase of the Product and that he or she is a Covered Person under this Limited Warranty. However, Walpanel will waive this requirement if, at the time a claim is made, Walpanel has a completed Warranty Registration Card on file with respect to the Covered Person making such claim.
- B. The Product must have been properly stored at all times between purchase and installation.
- C. The Product must have been installed and all times maintained in accordance with Wallshell system installation and maintenance instructions and all applicable building codes and other laws, rules, regulations and ordinances.
- D. The covered person must deliver written notice of any claimed defect or failure covered by this Limited Warranty within thirty (30) days after discovery. Such notice must include the information specified in section 4 below.
- E. Upon discovery of the claimed defect or failure, the Covered Person must immediately, and at the Covered Person's own expenses, provide for protection of all property that could be affected by the claimed defect or failure until such claimed defect or failure is remedied in accordance with the terms of this Limited Warranty.
- F. Before any permanent repair to the Product, the Covered Person must allow Walpanel or Walpanel's designated representative to enter the property and structure where the Product is installed and examine, photograph and take samples of the Product.

4. Claims

To make a claim under the Limited Warranty, the Covered Person shall notify Walpanel in writing of all details regarding the claim within 30 days after discovering a possible Product defect or failure and before beginning any permanent repair. The notice must describe the defect or failure and, if Warranty Registration Cards were not completed and returned by the original purchaser and first transferee, must be accompanied by proof of the date of purchase, the name of builder and that the claimant is the original purchaser of the Product or the original purchaser's first transferee. Photos of the Product, showing the defect or failure, should accompany the notice if possible. All notices concerning this Limited Warranty should be sent to Walpanel Inc. at the address designated in the website at www.wallshell.com.

5. Remedy

If following inspection and adequate inquiry Walpanel determines that there is a defect or failure in the Finish covered by this Limited Warranty, Walpanel may elect at its discretion to do any one of the following:

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- A. Repair or arrange for repair of the Finish.
 - B. Provide replacement product with similar specifications (subject to reasonable variations because Walpanel may modify or discontinue specific product lines and because variations are normal in Product made at different times and/or places); or
 - C. Provide a refund to the Covered Person. During the first two (2) years that this Limited Warranty is in effect, any refund elected by Walpanel will equal \$10.00 per each square meter of affected portion of the Product. During the next thirteen (13) years that this Limited Warranty is in effect, any refund made by Walpanel will equal \$10.00 per each square meter of the affected portion of the product less 8% for each year commencing with the 3rd year that this Limited Warranty is in effect.

Walpanel will not refund or pay and will not be responsible for any costs in connection with accessory materials or labor, such as for fasteners, framing or any other costs, nor will the amount of a refund be based on any amount other than the original purchase price of the affected portion of the Product, regardless of whether Walpanel has previously provided replacement Product or otherwise.

6. Duration and Covered Person

This Limited Warranty will commence upon the date of purchase of the Product (irrespective of when the Product is installed) and continue in favor of the Covered Person for the covered period (described in section 1 above), following the initial date of product purchase. This Limited Warranty does not, and shall not be interpreted to extend to any person other than the Covered Person. This Limited Warranty may not be transferred or assigned, and any attempted transfer or assignment shall be null and void.

7. Disclaimer

The statements in this Limited Warranty constitute the only warranty extended by Walpanel for or with respect to the Product. WALPANEL DISCLAIMS AND WILL NOT HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (SUCH AS INJURY TO PERSONS OR DAMAGE TO ANY STRUCTURE OR ITS CONTENTS) INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM ANY DEFECT OR FAILURE IN THE PRODUCT OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THE DURATION OF ANY IMPLIED WARRANTY SUCH AS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR PURPOSE IS LIMITED TO THE FIRST TO ELAPSE OF THE LIMITED WARRANTY PERIOD PROVIDED HEREIN, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

8. Exclusion of Incidental and Consequential Damages

IN NO EVENT WILL WALPANEL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.