



Kleer

Limited Lifetime Transferable Warranty

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

Who is Covered. The lifetime Warranty coverage extends to the original owner(s) of a single-family residence on the date of purchase of the Products ("Residential Owner"). The twenty-five (25) year Warranty coverage extends to the original owner(s) of any other residence or structure on the date of purchase of the Products ("Commercial Owner"). This Warranty may be transferred one time by the Residential Owner only to the party to whom the original Residential Owner transfers ownership of the residence, provided the transfer occurs during the first two (2) years after the Residential 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 residence from the Residential Owner. In the event of a permitted transfer, the effective date of the Warranty will remain the date of original purchase of the Products by the original Residential Owner.

Terms of Warranty. Boral warrants that the Products are free from manufacturing defects which result in warping, cracking, splitting, rotting, peeling, flaking, blistering and excessive fading under normal weather conditions for the lifetime of the Residential Owner or Permitted Transferee as defined above. In the case of a Commercial Owner as defined above, the Products are warranted for twenty-five (25) years after the date of purchase.

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, damages 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) defects in, failure of, or damage to the wall or material on which the Product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building; 5) distortion or warping due to proximity to heat sources, including without limitation, furnaces, reflected light, specifically including but not limited to reflections from nearby windows (particularly, but not only, when such windows incorporate Low-E glass) whether such windows are the property of the homeowner or another party, and heat buildup caused by inadequate roof ventilation; and any other cause not involving inherent manufacturing defects in the Product; 6) discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), acid rain, mildew, exposure to harmful chemicals or the application of third party products such as paint; 7) fading, peeling, cracking or any other deterioration of finishes applied by any third party; 8) fading, chalking or accumulation of dirt or stains caused by normal weathering resulting from exposure to sunlight, extremes of weather and atmospheric conditions caused by the geographical location of the building and the cleanliness of the air; 9) gapping that develops due to normal expansion and contraction due to changes in weather temperature; 10) discoloration or staining due to shading or sap from trees, bushes, plants, ash from chimneys, and proximity of the Products to copper, zinc or other metals; 11) the presence of insects, animals, algae, moss and mildew.

Remedies. If the Products do not meet the Warranty, Boral shall at its option, repair or replace the Products or refund the purchase price of the Products (less taxes). Replacement labor charges are available for claims made by Residential Owners and Permitted Transferees and will be recoverable provided the claim is made within two (2) years of the original date of purchase of the Products. Otherwise, Boral will not be liable for labor costs to remove Products from the residence or other structure or to install replacement Products, for travel expenses or freight charges. 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 www.boralbuildingproducts.com or by calling 800-521-8486.

Replacement and Product Variations. Boral reserves the right to remove and examine sufficient undamaged Products as well as alleged damaged 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 and design may no longer be available, and Boral reserves the right to replace the defective Product with Product of similar color and design. 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.