



DuraBoard® Limited Warranty

TWENTY-FIVE YEAR LIMITED WARRANTY

1. SUBSTRAIT LIMITED WARRANTY. Subject to the terms, conditions and limitations stated herein, Poly-Tech East, Inc. ("Poly-Tech") warrants to the buyer that, except as to its exterior paint, the substrait portion of the Duraboard® (the "Substrait") will be free from manufacturing defects which cause the Substrait to rot, delaminate or excessively swell (the "Covered Problem") during the period of time (the "Warranty Period") commencing on the date when the buyer purchases the Duraboard® and continuing until the end of the buyer's lifetime (such warranty shall hereafter be referred to as the "Limited Warranty"). Except as otherwise required by law, the Limited Warranty shall not extend to anyone other than the buyer and shall not be assignable by the buyer, either voluntarily, involuntarily, or by operation of law, unless the buyer has obtained the prior written consent of Poly-Tech to said assignment.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

2. EXCLUSIONS. This Limited Warranty is effective only if the Substrait is subjected to normal use and exposure, is stored, handled, applied, installed, finished and periodically maintained, including repainting, in accordance with the manufacturer's specifications and standard building practices. This Limited Warranty shall automatically become null and void for any of the following reasons, whether or not caused by buyer: (1) abuse; (2) neglect; (3) accident; (4) improper installation or application; (5) failure to notify Poly-Tech of a claimed Covered Problem when, and as required, herein; (7) failure to paint the Substrait when installed as required by the applicable paint manufacturer's specification; or (9) failure to notify Poly-Tech of a claimed Covered Problem prior to the expiration of the applicable Warranty Period. All times stated in this Limited Warranty shall be of the essence.

3. CLAIMS. Any claim alleged or asserted under this Limited Warranty must be in writing and received by Poly-Tech: (i) within the Warranty Period; and (ii) no later than ninety (90) days after a Covered Problem is discovered (or should have been discovered); and (iii) before any alterations are made to the Substrait.

Claims under this Limited Warranty must be sent to:
Poly-Tech East, Inc.
Attn. Warranty Department
550 North Meridian Road
Youngstown, OH 44509

4. INSPECTION PROCESS. Upon receipt of a timely claim, buyer must

give Poly-Tech unfettered access for a period of thirty (30) days to the Substrait that is claimed to have a Covered Problem at a location chosen by Poly-Tech that is reasonably convenient to the buyer. Buyer shall be responsible for all costs and expenses incurred relative to the delivery of the Substrait to Poly-Tech for inspection.

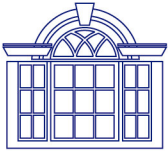
If, after inspection, it is discovered that such substrait has a Covered Problem, then Poly-Tech will, in its sole and absolute discretion, either repair or replace the Substrait affected by a Covered Problem, including material and labor; provided that in so repairing or replacing said Substrait, Poly-Tech shall only be obligated to expend and/or provide credit to the buyer for that amount which is equal to double the sum which the buyer originally paid for such Substrait ("the Remedy").

5. WARRANTY DISCLAIMER. THE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, OR WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND POLY-TECH NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON (INCLUDING ANY DISTRIBUTOR, BUILDER OR INSTALLER) TO ASSUME FOR POLY-TECH, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF THE SUBSTRAIT. FURTHER, ANY IMPLIED WARRANTIES AS TO THE SUBSTRAIT, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, SHALL ONLY REMAIN IN EFFECT DURING THE WARRANTY PERIOD.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. LIMITATION OF REMEDIES AND DAMAGES. POLY-TECH'S LIABILITY, ARISING OUT OF OR RELATING IN ANY WAY TO THE DURABOARD, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE REMEDY PROVIDED IN THIS LIMITED WARRANTY. THE REMEDY PROVIDED IN THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY OF THE BUYER OR ANY OTHER PERMISSIBLE CLAIMANT UNDER LAW AND IS IN SUBSTITUTION FOR ALL OTHER REMEDIES OF THE BUYER AND SUCH PERMISSIBLE CLAIMANTS, INCLUDING, BUT NOT LIMITED TO, THOSE REMEDIES, AND DAMAGES AVAILABLE UNDER ANY STATE'S VERSION OF THE UNIFORM COMMERCIAL CODE.

UNDER NO CIRCUMSTANCES (EXCEPT IN THE CASE OF INJURY TO THE PERSON WHERE THE SUBSTRAIT IS FOUND TO BE CONSUMER GOODS) WILL POLY-TECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM, OR RELATING IN ANY WAY TO, THE SUBSTRAIT.



SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. FORUM SELECTION: Any claim, action, or lawsuit. (whether civil, criminal, administrative, or otherwise) arising out of or in anyway related to this Limited warranty, other than post-judgment collection proceedings, shall be filed and adjudicated exclusively in the state and federal courts located In Mahoning County, Ohio (collectively the "Courts") and buyer irrevocably submits to the exclusive jurisdiction of each such Court in any such proceedings, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims relative to any such proceeding shall be heard and determined only in any such Court and agrees not to bring any claim, cause of action, or action arising out of, or relating in any way to this Limited Warranty, in any other court. The parties agree that either or both of them may file a copy of this section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

8. MERGER. This Limited Warranty supersedes all prior agreements, written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the Limited Warranty. This Limited Warranty may not be amended, supplemented or otherwise modified except in a writing executed by an authorized official of Poly-Tech.

Buyer may have seen advertisements or other Poly-Tech literature or heard statements made during the sales presentation which suggest that the Substrait has qualities or characteristics that make It attractive. Even If Poly-Tech or Its agents made these statements

deliberately, Poly-Tech does not intend to incur legal liability for them unless they are included in this Limited Warranty and they are not part of this Limited Warranty in any way. Poly-Tech's agents have no authority to give warranties that exceed those listed in this Limited Warranty and buyer is warned therefore to check this Limited Warranty carefully to see that it correctly reflects those terms that are important to the buyer.

9. SUCCESSORS AND ASSIGNS. The terms of this Limited Warranty will apply to, and be binding in all respects upon, the buyer's personal representatives and permitted assigns. This Limited Warranty will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Poly-Tech. Nothing expressed or referred to in this Limited Warranty will be construed to give any person other than buyer and Poly-Tech any legal or equitable right, remedy or claim under, or with respect to, this Limited Warranty or any provision hereof, except such rights as shall inure to a successor or permitted assignee as described in this section.

10. SEVERABILITY. If any provision of this Limited Warranty is held invalid or unenforceable by any court of competent jurisdiction or governmental agency, the other provisions of this Limited Warranty will remain in full force and effect. Any provision of this Limited Warranty held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11. GOVERNING LAW. This Limited Warranty will be governed by and construed under the laws of the State of Ohio without regard to conflicts of laws principles that would require the application of any other law.



Contact us at 1(800)PLYTRIM for your local sales representative. Or visit our website at www.plytrim.com for further product information.

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