



HARDIE SOLUTIONS PROGRAM

Effective November 2017

10-YEAR
SERVICE
PLEDGE

1. SCOPE OF COVERAGE

James Hardie Building Products Inc. ("Hardie"), for a period of 10 years from the date of certification in the Hardie Solutions Program (the "Coverage Period") will, subject to the terms and conditions herein, repair, repaint or replace the following James Hardie® products ("Products") installed on a Certified Home.

- HardiePlank® Lap Siding
- HardiePanel® Vertical Siding
- HardieShingle® Siding
- HardieSoffit® Panels
- HardieTrim® Boards, including Crown Moulding and Fascia boards
- HardieTrim® Moulding
- Artisan® Siding
- Artisan Accent Trim
- Reveal® Panels
- Any of the above James Hardie products with ColorPlus® Technology

This 10-Year Service Pledge ("Service Pledge") extends only to 1) the owner of record of a Certified Home at the time of Certification or 2) the first transferee owner of a Certified Home, hereafter, both "Covered Persons". A Certified Home is a single-family home that has been certified as being compliant with the Hardie Solutions Program by an Authorized James Hardie representative.

2. LIMITED COVERAGE AREA.

This 10-year Service Pledge is only valid and available for homes in eligible counties within the Philadelphia PA metropolitan area. For a list of eligible counties, visit hardieforphilly.com

3. WHAT WE WILL DO.

If, during the Coverage Period any Products are found to be defective in materials or workmanship, or to exhibit a product performance issue resulting from installation of the Products, Hardie will in its sole discretion and subject to the terms and conditions herein, repair, repaint or replace the affected portions of the Products on a Certified Home. Hardie will, also at its sole discretion and subject to the terms and conditions herein, correct deviations from Hardie's installation instructions that Hardie deems may have a material impact on the future performance of the Products. Hardie will cover the cost of materials and labor for repair, repainting, or replacement of the affected portions of the Products and/or correction of the installation deviations. Repair, repainting, replacement or correction pursuant to this Service Pledge is the exclusive remedy available to Covered Persons during the Coverage Period.

Upon expiration of the Coverage Period, the following James Hardie product and finish warranties shall apply and continue to apply according to their respective terms and conditions:

- (a) 30-Year Limited Warranty for HardiePlank Lap Siding, HardiePanel Vertical Siding, HardieShingle Siding, and HardieSoffit Panels
- (b) ColorPlus Technology 15-Year Limited Finish Warranty
- (c) 15-Year Limited Warranty for HardieTrim Boards (includes HardieTrim Crown Moulding, HardieTrim Moulding and HardieTrim Fascia Boards)
- (d) Artisan Siding 30-Year Limited Warranty
- (e) Artisan Accent Trim 15-Year Limited Warranty
- (f) 30-Year Limited Warranty for Hardie Reveal Panels

4. WHAT YOU MUST DO/CONDITIONS OF THIS SERVICE PLEDGE.

Coverage under this Service Pledge shall be subject to the following terms and conditions:

- (a) The owner of the Certified Home must be a Covered Person as defined above.
- (b) A Covered Person must provide notice to Hardie within thirty (30) days after discovery of any claimed defect covered by this Service Pledge. The notice must describe the location and details of the claimed defect and any additional information necessary for Hardie to investigate the claim. Photos of the Product, showing the claimed defect and the type and extent of any installation-related damage must accompany the notice.
- (c) Upon discovery of a claimed defect, a Covered Person must immediately, and at the Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect or damage is remedied. Before any permanent repair, repainting or replacement of the Products, a Covered Person must allow Hardie or Hardie's authorized agent access to the property and structure where the Product is installed to examine, photograph and take samples of the Products.

5. WHAT IS NOT COVERED/EXCLUSIONS.

This Service Pledge only covers damage to or defects in the Products. It does not cover damage to other components of the underlying wall assembly, or to windows, doors or other hardware or features installed in the walls where the Products are installed. This Service Pledge also does not cover damage or defects resulting from or in any way attributable to:

- (a) Damage from incorrect design of the underlying structure or failure to comply with applicable building codes;
- (b) Damage resulting from stucco remediation work or any other pre-existing condition, including but not limited to mold growth or damage from moisture intrusion.
- (c) Further processing, modification or alteration of the Products after shipping from Hardie; except for that which is required for proper installation according to Hardie's installation instructions;
- (d) Neglect, abuse, or misuse;
- (e) Repair or alteration by persons other than Hardie employees or authorized agents of Hardie;

continued on opposite side



Homeowner Care and Maintenance Tips

PATCHING

Fill dents, chips and cracks using a good quality cement patching compound (acrylic mortar patch), which can be found at your local Home Center or Hardware Store.

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. Caulking should be applied in accordance with the caulking 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 and sanded. 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.

Call 1-800-9-HARDIE or visit www.JamesHardiePros.com to obtain written installation requirements or for more detailed technical information.

- (f) Settlement or structural movement and/or movement of materials to which the Product is attached;
- (g) Exceeding the maximum designed wind loads;
- (h) 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);
- (i) Efflorescence, peeling or performance of any third party paints, stains and/or coatings;
- (j) Damage or discoloration of siding due to frequent hard water exposure.
- (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces);
- (l) Lack of proper maintenance; or
- (m) Any other cause not specifically listed or otherwise addressed herein.

6. NO WAIVER.

Hardie may, in its discretion, extend benefits beyond what is covered under this Service Pledge. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

7. LIMITATION OF WARRANTY. FOR THE COVERAGE PERIOD, THIS 10-YEAR SERVICE PLEDGE IS THE EXCLUSIVE REMEDY FOR DEFECTS IN OR DAMAGE TO THE PRODUCTS. EXCEPT FOR THE TERMS AND CONDITIONS HEREIN, HARDIE DISCLAIMS ALL 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 Service Pledge shall not extend the time 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 Service Pledge gives you specific legal rights, and you may have additional rights, which vary from state to state.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL 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.

9. ENTIRE AGREEMENT.

For the Coverage Period, this Service Pledge represents the only remedy for defect or damage extended by Hardie for the Products. No employee or agent of Hardie or any other party is authorized to make any other warranty in addition to those stated in this Service Pledge.

10. HOW TO OBTAIN SERVICE ON YOUR HARDIE SOLUTIONS PROGRAM.

For service, call Hardie Solutions Program Customer Service at 866-375-8603, visit hardieforphilly.com or write to James Hardie Building Products Inc., Attn: Hardie Solutions Program, 231 South LaSalle Street, Suite 2000, Chicago, IL 60604.

COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner _____

Installation Address _____

Name of Installing Contractor _____

Date Installed _____ Contractor Phone Number _____