

# Lifetime Limited Warranty

## Sierra Premium™ Shake & Sierra Premium™ Smooth

### 1. Limited Warranty Coverage

Subject to the terms and conditions of this Limited Warranty, Nichiha USA, Inc. ("Nichiha") warrants that Nichiha Sierra Premium Shake Plus or Sierra Premium Smooth (the "Product") will (a) comply with ASTM C-1186, as Type-A, Grade-1, when manufactured, and (b) maintain its functions as interior or exterior wall panels. This Limited Warranty is extended to the purchaser and all transferees of the Product prior to and including (1) the original owner of the structure to which the Product is first applied and (2) the first transferee of such structure after the Product is applied (each, a "Covered Person"), from the date of purchase of the Product throughout the lifetime of the Covered Person. Notwithstanding the foregoing, for Product(s) installed on structures other than single family dwellings, Warranty coverage shall only extend for a 50-year period from the date of purchase, and may not be transferred beyond the original owner of the structure to which the Product is first applied.

### 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 Nichiha will not be liable for, any defect, damage or failure:

- A. In or arising from the paint or other coating or finish which are not Nichiha and/or Nichiha affiliated applied to the Product at anytime. These defects, damage or failures include without limitation efflorescence, peeling, blistering and performance of any 3rd party finishes, paints, stains or coatings.
- B. Caused by or arising out of acts of God including, but not limited to, lightning, hurricanes, tornadoes, floods, earthquakes, mud slides or any other weather 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, lack of proper maintenance, improper storage or handling of the Product, vandalism, or other causes beyond Nichiha's control.
- E. Relating to the growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product.
- F. 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 instructions.
- G. Arising out of or resulting from any other cause not involving manufacturing defects in the Product supplied by Nichiha.
- H. To any product installed in the following Canadian provinces or territories: Yukon Territory, Northwest Territories, and Nunavut.

THIS WARRANTY APPLIES ONLY TO THE PRODUCT AND DOES NOT COVER OR EXTEND TO (A) ANY FIELD APPLIED SEAL COATING, PAINT OR FINISH OR ANY OTHER COATING OR FINISH APPLIED TO THE PRODUCT, (B) ANY STUDS, INSULATION, BUILDING WRAP OR OTHER MATERIALS OR COMPONENTS OF THE OTHER THAN THE PRODUCT, (C) ANY STRUCTURE AND/OR MATERIALS TO WHICH THE PRODUCT IS ATTACHED OR APPLIED, OR (D) ANY WARPING, ROTTING, CRACKING OR OTHER DAMAGE CAUSED BY OR ASSOCIATED WITH ANY OF THE FOREGOING. [FOR DETAILS REGARDING WARRANTIES, IF ANY, WITH RESPECT TO THE OTHER NICHIBA PRODUCTS OR ACCESSORIES, PLEASE SEE THE PACKAGING OR WRITTEN MATERIALS ACCOMPANYING SUCH PRODUCTS AND MATERIALS.]

### 3. Conditions

Nichiha will honor claims under this 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, Nichiha will waive this requirement if, at the time a claim is made, Nichiha 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 at all times maintained in accordance with Nichiha's printed installation and maintenance instructions, all applicable building codes, and all 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 expense, 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 Nichiha or Nichiha'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 this Limited Warranty, the Covered Person shall notify Nichiha 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 Covered Person, must be accompanied by written proof of the date of purchase, the name of the builder responsible for installing the Product, and that the claimant is the Covered Person. Photos of the Product, showing the defect or failure, should accompany the notice. All notices concerning this Limited Warranty should be sent to Nichiha USA, Inc. at 6465 E. Johns Crossing, Suite, 250, Johns Creek, GA 30097.

### 5. Remedy

If any Product proves to be defective or otherwise in breach of this Limited Warranty during the Warranty period, Nichiha will, in its sole discretion, provide the Covered Person with either one of the following remedies:

- A. Provide a replacement Product for the defective portion of the Product.
- B. Provide reimbursement for losses actually incurred by the Covered Person as a result of the defect of breach of warranty, up to twice the retail cost of the defective portion of the Product. During the first 3 years that this Limited Warranty is in effect, the retail cost shall be deemed to be the original purchase price at which the original owner purchased the Product; however, during the 4th year through the 20th year, the retail cost for purposes of calculating the maximum amount of reimbursement available hereunder shall be reduced at the rate of 2% each year. After the 21st year, this remedy will not be available.  
Nichiha will not reimburse or pay and will not be responsible for any other costs, including, without limitation, (a) any costs associated with accessory materials, such as building paper, sheathing, fastener or framing, or (b) any labor costs, including, without limitation, any labor associated with disassembly or reinstallation.  
The foregoing shall be the sole and exclusive remedy and Nichiha's sole and exclusive obligation and liability with respect to any defect or breach of warranty claim relating to the Product.

### 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 for the covered period (described in section 1 above). This Limited Warranty does not, and shall not be interpreted to, extended to any person other than the Covered Person. This Limited Warranty may not be transferred or assigned except as expressly provided in section 1 above, and any other attempted transfer or assignment shall be null and void.

### 7. Disclaimer

The statements in this Limited Warranty constitute the only warranty extended by Nichiha for or with respect to the Product. NICHIBA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCE THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF NICHIBA, OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Limited Warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

### 8. Exclusion of Incidental and Consequential Damages

- IN NO EVENT WILL NICHIBA 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.