



**American Fiber
Cement Corporation**

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MINERIT LIMITED WARRANTY

American Fiber Cement Corporation (AFCC, Seller) and Cembrit OY (Cembrit, Manufacturer) collectively warrant that their products are manufactured in accordance with its applicable material specifications and are free from defects in materials and workmanship using AFCC/Cembrit's specifications as the standard. Only products which are stored, installed and used for purposes in accordance with applicable AFCC/Cembrit instructions and specifications are in any way warranted by AFCC/Cembrit. Prior to installation, purchaser shall inspect all panels for any visible faults or deviations from AFCC/Cembrit product specifications. This warranty is applicable only to claims made in writing and received by AFCC/Cembrit within sixty (60) days after the defect was discovered and within ten (10) years after the date of shipment of the product by AFCC/Cembrit. All other claims are waived. If a claim is made, you must allow reasonable investigation of the product you claim is defective and you must supply samples that adequately demonstrate the problem you claim for testing by AFCC/Cembrit.

AFCC/CEMBRIT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY PROVIDES YOUR EXCLUSIVE REMEDY AS A PURCHASER AND/OR OWNER OF AFCC/CEMBRIT PRODUCTS. THIS LIMITED WARRANTY MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF AFCC/CEMBRIT. WITHOUT AN EXPRESS, WRITTEN AUTHORIZATION FROM AFCC/CEMBRIT, NO RETAILER OR DISTRIBUTOR OF AFCC/CEMBRIT PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

This limited warranty is your sole and exclusive remedy. It is expressly understood and agreed that the limit of liability will be, at AFCC/Cembrit's option, repair, re-supply of a like quantity of non-defective product, or refund of the purchase price of the material. All labor and service charges which may be incurred with respect to either the original or replacement product are excluded. AFCC/Cembrit shall not be liable for incidental or consequential damages, for damage to the property to which the product is applied or its contents, loss of time, profits, or any inconvenience arising out of any breach of this limited warranty or obligations under this limited warranty. AFCC/Cembrit shall not be liable for any damages which are based upon negligence, breach of warranty, strict liability, or any other theory except as provided in the limited warranty set forth above. This limitation of liability shall apply to any replacement product or remedy if it fails of its purpose or for any other reason.

This limited warranty covers the structural or physical defects of the base material only. Alterations of the surface or damage due to external influences such as mechanical loads and defects from use of improper accessories are EXPRESSLY EXCLUDED from this warranty. Changes in colors/efflorescence on the boards (e.g. fading) are part of the normal aging and weathering process of cement-based materials and also are EXPRESSLY EXCLUDED from this warranty.

American Fiber Cement Corporation
Donna Anglada
General Manager, Architectural & Cement Products

Date

Project Name

Cembrit Warranty Signature Authorization

As the exclusive North American supplier of the Cembrit products (Minerit HD and LW), AFCC has been authorized to sign, on Cembrit's behalf, all warranties that apply to their products.

Cembrit OY by
Jukka Huuhtanen
Export Manager

Date

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