



Beyond Panel

30 Year Transferable Limited Product Warranty

1. WARRANTY COVERAGE. Plycem USA LLC (“Plycem”) warrants, for a period of thirty (30) years from the date of purchase (the “Limited Warranty Period”) that when manufactured, the Beyond Panels purchased (herein called “the Product”) comply with ASTM C1186, will resist damage caused by hail or termite attacks, and is free from manufacturing defects in material and workmanship (collectively, this “Limited Warranty”). This Limited Warranty extends only to: (i) the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is installed; and (iii) the first transferee (each a “Covered Person”); for installation within the U.S. (except Alaska), the District of Columbia, Puerto Rico and Canada (except Yukon Territory, Northwest Territories, Nunavut, Newfoundland and Labrador).

2. PLYCEM’S OBLIGATIONS. If, during the Limited Warranty Period, the Product is defective in material or workmanship, Plycem will, in its sole discretion, either: (a) repair or replace the defective portion of the Product, or (b) during the first (1st) through the thirtieth (30th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 30th year, this Limited Warranty will expire and shall no longer be in effect. If the original retail cost of the defective portion of the Product cannot be established by the Covered Person to Plycem’s reasonable satisfaction, the retail cost of the defective portion of the Product shall be determined by Plycem in its sole and reasonable discretion. Plycem’s repair, replacement, or refund of the defective portion of the Product or reimbursement pursuant to this Section 2 of this Limited Warranty shall be the sole and exclusive remedy for the Covered Person for all defects in material or workmanship. PLYCEM SHALL NOT REIMBURSE OR PAY ANY COSTS OR EXPENSES PERTAINING TO LABOR OR ACCESSORY MATERIALS. IF PLYCEM CHOOSES TO REPAIR OR REPLACE THE DEFECTIVE PORTION OF THE PRODUCT, THE REPLACEMENT PRODUCT WILL BE COVERED ONLY FOR THE REAMINING TERM UNDER THE ORIGINAL LIMITED WARRANTY PERIOD.

3. CONDITIONS PRECEDENT. Warranty coverage under this Limited Warranty shall be subject to the following conditions (collectively, the “Conditions Precedent”):

(a) A claimant must provide written notice to Plycem within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any

permanent repair. The notice must describe the location and details of the claimed defect and any additional information necessary for Plycem to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Plycem that such claimant is a Covered Person as defined in Section 1 above.

(b) The Product must be installed according to Plycem’s printed installation requirements and must comply with all applicable building codes adopted by applicable federal, state and/or local governmental authorities.

(c) Upon discovery of a claimed defect, a claimant must immediately, and at a claimant’s own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, such claimant must allow Plycem or its authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of the claimant without prior authorization from Plycem could possibly void this Limited Warranty.

4. EXCLUSIONS. This Limited Warranty does not cover any loss or damage or defects resulting from or in any way pertaining or attributable to: (a) the improper storage, shipping, handling or installation of the Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, framing members, wall assemblies or other accessories; (b) further processing, modification or alteration of the Product after shipping from Plycem; (c) neglect, abuse, or misuse; (d) repair or alteration; (e) settlement or structural movement and/or movement of materials to which the Product is attached; (f) damage from incorrect design of the structure; (g) damage resulting from water infiltration; (h) exceeding the maximum designed wind loads; (i) acts of God including, without limitation, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, without limitation, unusual weather or climate conditions); (j) efflorescence; (k) peeling or performance of any third party paints, stains and/or coatings; (l) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed

surfaces); (m) lack of proper maintenance; and/or (n) any cause other than manufacturing defects in material and workmanship attributable to Plycem.

5. NO WAIVER. Plycem may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted and shall not constitute a waiver of Plycem's right to strictly enforce the exclusions, disclaimers, and limitations, set forth herein for any or all other circumstances.

6. SETTLEMENT OF A CLAIM. Any Product replacements or reimbursements made by Plycem pursuant to Section 2, above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims in any arbitration or litigation related to or arising from the Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or for which a reimbursement has been made.

7. LIABILITY LIMITATION. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, PLYCEM SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS OF PROPERTY DAMAGE, OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL CLAIM OR THEORY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

8. WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCT COVERED HEREBY. PLYCEM HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION 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 warranty limitation 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 Limited Warranty gives you specific legal rights, and you might possibly have additional rights, which may vary from one jurisdiction to another.

9. PRODUCT MODIFICATION/DISCONTINUANCE. Plycem reserves the right to discontinue or modify the Product at any time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, Plycem will, in its sole discretion, fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.

10. CHOICE OF LAW. This Limited Warranty is to and shall be construed under the laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

11. BINDING ARBITRATION. By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of the Product shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Consumer Arbitration Rules (the "Rules"). The Rules may currently be found on the American Arbitration Association's web site at www.adr.org. Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against Plycem, you must file a case with the American Arbitration Association in Houston, Texas. You may visit the American Arbitration Association's web site at www.adr.org to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you are waiving the right to a trial by jury or to participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1--16).

12. SEVERABILITY. All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

13. ENTIRE AGREEMENT. This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject

matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of Plycem's. **NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PLYCEM OR PLYCEM'S AGENTS WILL CREATE ANY ADDITIONAL WARRANTIES FROM PLYCEM OR IN ANY WAY INCREASE THE SCOPE OF ITS OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.**

14. EFFECTIVE DATE. The effective date of this Limited Warranty is July 1st, 2019 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations occurring on or after the Effective Date.

15. OBTAINING LIMITED WARRANTY SERVICE. For Limited Warranty service, call **1-844-4ALLURA** or write Allura's Limited Warranty Department at 396 W. Greens Rd., Suite 300, Houston, TX 77067.

COMPLETE AND FILE FOR YOUR RECORDS:

Installation Date: _____

Property Owner: _____

Property Address: _____

Installation Company: _____

Installation Company Contact: _____