



## 10-YEAR LIMITED WARRANTY

This 10-Year Limited Warranty (the "Limited Warranty") applies to MEGCRETE™ Magnesium Oxide Cement Board products using MBP-IP Technology (hereinafter "Product") manufactured on or after January 1<sup>st</sup>, 2016.

### 1. WARRANTY AND COVERED PERSONS

ConstructShield™ Products Corp. (CS) warrants to the first owner of the structure to which the product is applied, for a period of ten (10) years (the "Limited Warranty Period") from the date of original purchase of any "Product" that such purchased Product complies with ICC-AC-386, will be free from manufacturing defects, including cracking, rotting, swelling, delamination and damage from termites, when properly installed and maintained according to CS's published installation instructions (refer to CS's website for published installation instructions).

### 2. EXCLUSIVE REMEDIES

If, during the Limited Warranty Period, the Product is defective in material or workmanship, CS will, in its sole discretion, either refund the original purchase price of the defective portion of the Product, exclusive of any and all freight costs, or provide a credit equal to the original purchase price of the defective portion of the Product, on a future purchase order of the Product, in accordance with the prorating schedule set forth herein. The prorated schedule is as follows: Year 1 – original purchase price; Years 2 through 10 – a 3.3% reduction of the original purchase price per year for product only, not freight costs. After the 10th year, this Limited Warranty will expire and shall no longer be applicable. If the original purchase price cannot be established by the Covered Person to CS's reasonable satisfaction, the cost shall be determined by CS in its sole and reasonable discretion. CS's credit or refund of the defective portion of the Product pursuant to Section 2 of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. CS WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR, ACCESSORY MATERIALS OR FREIGHT COSTS ASSOCIATED WITH ANY WARRANTY CLAIM.

### 3. TERMS AND CONDITIONS OF LIMITED WARRANTY.

Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions: (A) a Covered Person must provide written notice to CS within ten (10) 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 CS to investigate the claim. Photos of the Product, to be provided by the Covered Person, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to CS that such claimant is a Covered Person as defined in Section 1 above. (B) The Product must be installed according to CS's printed installation requirements, as set forth on CS's website, and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation. If conflicts exist between applicable codes and CS's installation instructions, the Covered Person and/or the Covered Person's installer is responsible to contact the CS Service Department for written clarification of installation instructions. Failure to install and finish the Product in accordance with CS's published instructions may affect Product performance and will void the warranty. (C) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before proceeding with any permanent repair to the Product, a Covered Person must allow CS or CS's authorized agent to enter the property and structure where the Product is installed or stored, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered Person, without prior authorization from CS, will void the warranty. (D) The Product must be stored according to CS's instructions at all times between purchase and installation.

### 4. WHAT IS NOT COVERED.

This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (A) The improper storage, shipping, handling or installation of the Product, including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 3 of this Limited Warranty and/ or improper installation of studs or other accessories); (B) Further processing, modification or alteration of the Product after shipping from CS; (C) Neglect, abuse, misuse or improper handling or shipping; (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) 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, cracking or performance of any third party, joint bonding materials, fasteners, paints, stains and/or coatings; (J) The Product is not a food for mold or mildew; however, materials that land on the Product may be. Accordingly, growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) is not covered by this Limited Warranty; (K) Lack of proper maintenance, or (L) Any cause other than defects in material and workmanship attributable to CS.

### 5. LIMITATION OF LIABILITY.

IN NO EVENT SHALL CS 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. CS reserves the right to discontinue or modify the Product at any time without notice to any party and shall not be liable as a result of such discontinuance or modification.

### 6. LIMITATION OF WARRANTY.

THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. CS DISCLAIMS ALL OTHER 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 Limited Warranty 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 may have additional rights, which vary from state to state.

### 7. ENTIRE AGREEMENT.

This Limited Warranty contains and represents the only warranty extended by CS for the Product. No employee, agent or distributor of CS or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.

If you experience problems with your MEGCRETE™ products please call 1.587.331.6220 and talk to a CS representative or email [info@MEGCRETE.com](mailto:info@MEGCRETE.com)