

Dragon Board US L.L.C.
WARRANTY

Dragon Board L.L.C. WARRANTIES AND LIMITATIONS for Dragon Board Flooring and Sheathing Products

Project name and address:

Project start Date:

Purchaser:

Property Owner:

Installer:

Dragon Board US L.L.C. herein warrants that Dragon Board Sheathing and Flooring Products ("the Product") shall be free from manufacturing defects in material and workmanship.

This warranty is exclusive to the above named direct purchaser from Dragon Board US L.L.C. and to the above named person that first owns such structure to which the product is installed (the "Owner"). Subject to the following conditions and limitations, Dragon Board US L.L.C. warrants as follows:

The Product will be free of manufacturing defects that make it unsuitable for its intended use for a period of five (5) years commencing with the date of purchase of the product for installation or, when used as a substrate in architecturally specified EIFS, for a period of ten (10) years commencing with the date of purchase of the product for installation. The intended use of the Product is defined in the Dragon Board US L.L.C. **___INSERT DRAGON BOARD PROMOTIONAL MATERIAL___**:

The Product will not deteriorate or delaminate as a result of normal use conditions or as a result of exposure to normal weather conditions or excessive humidity, for a period of twelve (12) months commencing with the date of installation of the product in such structure.

The Product will not support mold, mildew, fungi, bacteria or other organic conditions. The Products have been tested by ___New York Product Testing laboratory. The results of this testing indicate that that Products do not support the growth of mold, mildew, fungi or bacteria. Copies of the testing results are available upon request.

This warranty is granted to the above named Purchaser and Owner only, and may not be assigned or transferred to a third party (including a subsequent owner of the property) under any circumstances. Dragon Board US L.L.C.'s obligations under this warranty will terminate upon the sale, transfer or material alteration by the Owner of the structure or the Product.

This warranty does not apply to, and Dragon Board US L.L.C. will not be liable for any damages or claims that result or relate in whole or in part from the failure to properly store, transport, handle or install the Product in accordance with Dragon Board US L.L.C.'s standards and instructions standard building practices, and all applicable administrative and building codes.

This warranty further will not cover nor in any way apply to damage caused as a result the improper handling, misuse or abuse of the Product, before or after installation, the impact of falling objects or the willful misconduct or negligence of any third party, including vandalism or any criminal conduct, or any Acts of God including but not limited to hurricanes, tornadoes, earthquakes, flooding, fire, hail or wind damage or water damage, whether created by flood, rain, still water or immersion of the Product in water for a period of forty eight (48) hours or longer.

This warranty shall not apply to damage caused as a result of the improper design or installation of any portion or component of the structure, or the failure or distortion of any other portion or component of the structure, including without limitation, settling of the building or movement of framing members, or damage cause by the walls, foundation or other part of the dwelling or structure.

This warranty applies to the Product only. This warranty shall not extend to other material or products which may be used in conjunction with the Product or attached to or connected to the Product or used in any way with the Products. Dragon Board US L.L.C. makes no warranty regarding the suitability or performance of any cladding, coating, finishes or wall coverings or other materials applied or attached to the Product.

All details, specifications and other details of the Products described as provided by Dragon Board US L.L.C. are merely intended as a general guide for the use of the particular product(s) described. The description offered by Dragon Board US L.L.C. is intended merely to be a "suggestion for any use." The actual use of the Products only should be in consultation with and with in accordance with the specific direction and evaluation of a design professional. The Owner's and/or Purchaser's actual use of the Products is outside of the control of Dragon Board US L.L.C. and therefore is in the sole discretion of the Owner/Purchaser

If Dragon Board US L.L.C. determines that Product is defective or does not comply with the terms of this warranty, Dragon Board US L.L.C. will reimburse the reasonable cost of repair or replacement of the non-conforming portion of the Product, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming portion of the Product. The warranty claimant must provide satisfactory documentation of the original purchase price and the purchase or installation date of the Product and of any other amounts claimed under this warranty. All claims must be made in accordance with the claims and inspection procedure set forth below.

Any and all claims must be made in writing and accompanied by dated sales receipts where applicable, within ten (10) days after discovery of defect, to:

Dragon Board US L.L.C.
2960 Woodbridge Ave
Edison, New Jersey 08837

The remedies described above are the sole and exclusive remedies, and Dragon Board US L.L.C.'s sole and exclusive obligations and liability, with respect to any claim relating to Dragon Board Products. Neither Dragon Board US nor any of its affiliates will have any liability with respect to Dragon Board Products except as specifically provided for in this warranty.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY Dragon Board US L.L.C. WITH RESPECT TO Dragon Board Sheathing and Flooring Products. Dragon Board US L.L.C. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, ALL OF SUCH IMPLIED WARRANTIES WILL BE LIMITED TO THIRTY (30) DAYS OR ANY SHORTER PERIOD PERMITTED BY APPLICABLE LAW.

UNDER NO CIRCUMSTANCES WILL Dragon Board BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO A STRUCTURE OR ITS CONTENTS, AND LOSS OF USE OF Dragon Board Products OR OTHER PROPERTY.

Any action or suit relating to the Products must be commenced within one (1) year after the cause of action accrues or will be waived.

Dragon Board US L.L.C. must be given an opportunity to inspect the claim within 30 days after the submission of a claim and the Owner/Purchaser shall not take any action to change, alter or spoil any Product claimed to be defective or any other evidence reasonably necessary to establish the validity of a claim. Dragon Board US L.L.C. shall not be liable for any cost of repair or replacement which is not pre-authorized in writing Dragon Board US L.L.C. or which Dragon Board US L.L.C. is not given adequate notice or opportunity to inspect.

This warranty applies to Dragon Board US L.L.C. Products sold on or after October 1, 2008, and only to Dragon Board US L.L.C. Products installed in the United States and Canada.