

Weather Defence Board

WARRANTY (Effective Date December 1st, 2013) for the application of Weather Defence Board in External Insulation Façade system (EIFS),

Siniat provides the following warranty for Weather Defence Board to those persons or entities responsible for the installation of Weather Defence Board upon a structure (“Installer”) or to the persons or entities that own the structure at the time of the installation of Weather Defence Board (“Owner”), subject to the conditions and limitations specified below:

What Is Covered?

- (1) Weather Defence Board will be free of manufacturing defects that make it unsuitable for its intended use, for a period of ten (10) years commencing on the date of purchase provided that it has been used:
 - as a wind protection board for External Insulation Façade system (EIFS).
 - or for any other external application, excluding Direct Render applications, covered by a written approval issued by the Siniat Technical Department.
- (2) Weather Defence Board when installed on a frame will not deteriorate as a result of direct exposure to incidental moisture or normal weather conditions as contemplated by the normal use of Weather Defence Board for a period of **twelve (12) months**, commencing on the date of delivery of Weather Defence Board to the site of its installation. Exposure to incidental moisture or to normal weather conditions can include exposure to water vapour caused by a high humidity level of the ambient air, exposure to water condensation streams, exposure to incidental rain water streams. Exposure to incidental moisture or to normal weather conditions does not include exposure to cascading water (e.g. from water pipes, drainpipes, gutters), standing water nor immersion in water.

In the unlikely event that Weather Defence Board suffers from latent defects which could not have been discovered prior to installation, Siniat will reimburse the Owner or the Installer for purchasing costs (as agreed by Siniat) of repair or replacement. Siniat will cover the cost of labour involved in this operation.

What Is Not Covered?

This warranty is not valid and Siniat shall not be liable for any damages incurred, if:

- (i) the Weather Defence Board product was not stored, handled or installed in accordance with the storage, handling and installation instructions of Siniat, standard building practices and all applicable building codes.
- (ii) the Weather Defence Board product, after delivery to the site of installation or during or after installation was subject to conditions other than those of normal weather or use conditions, such as improper handling, misuse or abuse before or after installation (including damage caused by manual peeling of the facer under dry or wet conditions), impact of falling objects, persistent water contact (including but not limited to, cascading water, standing water or immersion in water), vandalism, earthquake, hurricane, tornado, fire or similar acts of God;
- (iii) the Weather Defence Board product was installed in a structure that was the subject of improper design or installation or where portions of the structure, other than the subject Weather Defence Board, exhibit a failure or distortion of walls or of the foundation, including a settling of the structure or movement of framing members;
- (iv) any material or component involved in the original installation of the Weather Defence Board product has been modified in any way, such as by the repairing or replacing of any original cladding, coating system, finish or other surface covering; or
- (v) any material or component involved in the original installation of the Weather Defence Board product is not suitable or compatible with the Weather Defence Board product, including any cladding, adhesive, coating system, finish or wall covering applied to the Weather Defence Board product. The Installer is responsible for assuring compatibility and suitability of such materials or components and manufacturers of some materials and components may identify their compatibility with the Weather Defence Board product and from time to time, the Siniat website (<http://www.Siniat.com>) may list the compatibility and suitability of such materials or components.
- (vi) This warranty also excludes any claim relating to the development of mold, mildew, bacteria or other similar organisms in, on, or alleged to be caused by the Weather defence board.

No representative of Siniat has the authority to make any representation or promise with respect to this warranty or otherwise amend, restate, or supplement this warranty.

Exclusion of Other Warranties & Limitation of Damages

This express warranty is the only warranty given by Siniat with respect to its Weather Defence Board product with the exception of Product Liability Insurance. This document states the entire liability and extent of responsibility for Siniat and any of its affiliates with respect to the Weather Defence Board product during installation.

In no event shall Siniat (save as set out above) be liable for loss of profits, damages to a structure or its contents, loss of use of Weather Defence Board or other property, and labour charges in connection with removal or replacement of Weather Defence Board product or any consequential, special, incidental, indirect or punitive damages, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other head of claim.

Any action for breach of contract for sale of Weather Defence Board must be commenced within one (1) year after the customer discovered or should with reasonable diligence have discovered the problem of which it complains.

Who Can Make A Claim And What Is The Procedure For Making A Claim?

The entirety of this warranty will automatically terminate upon transfer of ownership of the structure by the Owner to any other person or entity and be replaced by Product Liability Insurance.

Siniat must be given reasonable opportunity to inspect any claim under this warranty prior to remedial action and Siniat shall not be liable for any cost, repair or replacement that is not pre-authorized in writing by Siniat. Any claimant must provide adequate proof of the right to make a claim under this warranty as the original Owner or Installer in addition to providing proof of the original purchase date, purchase price and delivery date to the installation site of the subject non-conforming Weather Defence Board. Any and all claims must be made in writing within thirty (30) days of the discovery of the defect to Siniat.