

DuraBoard® 30-yrs Limited Warranty

All DuraBoard® sheet and trim products, are backed by a 30-year limited warranty for single-family residential purchases and applications. For all other purchases and applications, including commercial use, warranty is limited to the lifetime of the original purchaser for as long as he/she owns the property on which the product is applied and shall not be transferable. If, due solely to manufacturing or material defects, the product is found during this warranty period to rot, delaminate, splinter, crack, split, excessively swell, or suffer structural damage from termites or fungal decay, SAP will, at its sole and absolute discretion, provide replacement product, repair the defective product, or refund a proportional part of the purchase price prorated over 30 years on residential purchases (20 years on commercial and non-residential purchases). In no instance will the cost of the remedy to SAP exceeds the original purchase price of the affected product.

CLAIMS

To file a valid warranty claim, and before SAP's obligation under this warranty shall commence, the original purchaser must send proof of purchase, photographs of the defective DuraBoard® product, and a written description giving full particulars within 30-days of discovering a defect believed to be covered by this warranty (and prior to beginning a repair or alteration) to:

South Asia Plastics Group Ltd (SAP)
1160 Tapscott Rd, Unit 9&10
Scarborough, Ontario, Canada
M1X 1E9

SAP reserves the right to investigate any claim arising under this warranty. As such, original purchaser shall make available for inspection by SAP or an appointed representative, the product believed to be defective.

EXCLUSIONS

The warranty is limited to the foregoing and shall NOT apply to: (1) product which was not installed in accordance with SAP's installation guidelines or installed in a less than workmanlike manner; (2) product which has been structurally altered or damaged by fire, flood, lightning, windstorm, hurricane, earthquakes, tornado or other acts of God; (3) product which has been put in unusual service, or used for purpose for which it was not designed originally; (4) natural effects under normal weathering of the surface (including fading, peeling or discoloring due to exposure to sunlight or weather conditions); (5) cost of labor, materials or the expenses incidental to the repair, removal, installation or replacement of the warranted product; (6) product which has not been properly stored or handled; (7) product which has been damaged during shipment, storage, handling, or installation; or (8) any applications of painting or coating to the Product.

DISCLAIMER

THIS WARRANTY IS THE EXCLUSIVE WARRANTY FOR DURABOARD PRODUCTS. THIS WARRANTY IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER APPLICABLE WARRANTIES EXPRESS OR IMPLIED. THE REMEDIES, AS SET FORTH IN THIS WARRANTY, ARE THE EXCLUSIVE REMEDIES FOR PRODUCT DEFECTS. IN NO EVENT SHALL SAP BE LIABLE FOR ANY REMOTE, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING THOSE FROM PERSONAL INJURIES OR PROPERTY DAMAGE), NO MATTER HOW ARISING; NOR SHALL SAP BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE ORIGINAL PURCHASE PRICE FOR MATERIALS FOUND TO BE DEFECTIVE.