



10 YEAR LIMITED WARRANTY

Standard Provisions

- 1) Spray-Mex, S.A. de C.V. (hereinafter "Spray-Mex") hereby warrants to Purchaser its Durestone® polyurethane decorative building products for a period of ten years from the date of purchase against manufacturer's MSDS non-conformance and degradation and fading due to exposure to normal atmospheric conditions. The foregoing Express Warranty is subject to the standard provisions listed below.

For the purpose of this warranty, MSDS means the characteristics of the Durestone® products that are available in the following web site: <http://www.durestone.com/English/PDFs/MSDS.pdf>

This warranty will be applicable to the sales made to customers located within the United States of America and Canada.

- 2) Spray-Mex warrants that the Durestone® product will not experience change such that the Durestone® product does not simulate the appearance of the original article that the Durestone® product is replicating. The Durestone® products may experience some chalking of the surface iron oxide coloring. This chalking is common with this coloring agent and does not affect the performance of the Durestone® product as stated herein this warranty. Warranty coverage as to excessive fading of color is limited to that in excess of ASTM-B- 659-80 No. 8 rating. The measurement of fading or chalking shall be made using the Gardner Laboratory Jacobson Chalk Tester. Fading must be in excess of 5 NBS units. Color measurements shall be made with a color meter, designed to adequately measure color by reflectance measurements of Tristimulus values, said measurements to be made by a representative of both parties. This warranty does not apply to color defects that are not noticeable at a distance of five feet or to hairline cracking, or to the Durestone® products' reverse side finish. Durestone® products, like other siding materials, will experience some degree of fading with long term exposure to UV and atmospheric conditions.
- 3) This warranty does not apply to or cover defects or damage caused by or associated with:
 - a) defects in or failure of any part of the foundation or wall movement of the building.
 - b) building settlement.
 - c) earthquakes, tornadoes, hurricanes, or other acts of God, explosions, fires, riots, or civil commotions or acts of war.
 - d) falling objects, scraping, or damage to any part of the warranted products caused by physical blows.
 - e) the hanging or suspension of weight.
 - f) contact with or exposure to chemicals or foreign substances of a corrosive nature.
 - g) contact with or exposure to water contaminated with lead, iron or other metallic substances.
 - h) contact with metal or other fasteners not related to installation procedures.
 - i) staining.
 - j) any cutting, scoring or sanding of the products not related to installation procedures.
 - k) improper installation or any installation of the products which does not follow product installation specifications.



- l) use of any installation materials other than those specified in the product installation specifications.
 - m) use of products on structures which do not conform to local building codes.
 - n) defects such as air pockets and blemishes not found on the finished textured surface of the product, and that are not visible or exposed to weather upon installation.
 - o) damage caused by or during shipping and handling of the products.
- 4) This warranty does not apply to installation materials or any other associated materials that are not manufactured by Spray-Mex. Durestone® products are closed cell content and do not absorb moisture or allow air to flow through. If the Durestone® products are applied over substrate and the products joints and edges are sealed, it may cause moisture to accumulate behind the Durestone® products and onto the substrate. It is the responsibility of the installer to allow for proper moisture drainage behind the products. Spray-Mex accepts no responsibility for any damage to substrates, or other materials, caused by moisture.
- 5) In no event shall Spray-Mex's liability under this warranty exceed the replacement value of the defective products, nor shall Spray-Mex be responsible or liable for the cost of labor to remove and replace defective products, or for any special, indirect or consequential damages for loss to the building, its contents or material.
- 6) In the event of any defects in the products covered by this warranty, Purchaser must notify Spray-Mex immediately after the discovery of such defects, or the Purchaser shall be barred from any remedy for the breach of this warranty. Purchaser shall present to Spray-Mex such evidence that establishes any claimed nonconformance or defect was due to a breach of this warranty, and Spray-Mex shall have a reasonable period of time to verify said nonconformity or defect. Spray-Mex liability for breach of this warranty shall be limited to repairing, re-coloring, or replacing the nonconforming products utilizing such materials, methods, or workmanship as should result in providing the prorated performance remaining under this warranty. Spray-Mex shall have the sole discretion to determine which of the above methods will be used to fulfill its obligation.
- 7) This warranty may be modified from time to time to accommodate technology changes and improvements and/or new regulatory requirements that may appear in the future.
- 8) Spray-Mex makes no warranties, either express or implied, beyond the face hereof, including. In no event shall Spray-Mex be liable for loss of profits, or any other incidental, consequential or special damages. This warranty shall be construed and interpreted in accordance with laws of Mexico.
- 9) All notice given to Spray-Mex pursuant to this warranty shall be in writing and sent by certified mail, postage prepaid, return receipt requested, as follows:

Spray Mex, S.A. de C.V.
Libramiento Noroeste Km. 12.8
García, Nuevo León, México, C.P. 66000
Phone: 52 (81) 8369-0300 Fax: 52 (81) 8369-0345.