

Alliance Concrete Concepts, Inc.

325 Alliance Place NE - Rochester, MN 55906

Moderra Concrete Siding 50-Year Express Limited Transferable Product Warranty

1. LIMITED WARRANTY COVERAGE: Alliance Concrete Concepts (Alliance) warrants (for installation within the U.S.) to the purchaser and all transferees prior to and including the first owner of the structure to which the Product is applied, and the first transferee of such structure (each a "covered person") that when manufactured, the Moderra Concrete Siding (Product) complies with ASTM: C-90-90, ASTM: C-140-75 and ASTM C-145-85, and was free from defects in material and manufacture. The Product, for a period of 50 years from the date of purchase, will maintain its structural integrity when used for its intended purpose, properly installed, and maintained according to Alliance's published installation instructions. If during the Warranty period, any Product proves to be defective, Alliance in its sole discretion, shall reimburse the covered person according to the following schedule: During the first year, Alliance will reimburse the full retail value of the defective portion of product. During the 2nd through the 50th year, the warranty payment shall be reduced by 2% each year such that after the 50th year no warranty shall be applicable. If the original retail cost cannot be established by the covered person, the cost shall be determined by Alliance in its sole and reasonable discretion.

Alliance's replacement of the defective Product pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect.

2. CONDITIONS OF WARRANTY: Alliance's liability hereunder to the covered person shall be subject to the following terms and conditions:

- A. The claimant must provide proof that he/she is a covered person.
- B. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation.
- C. The Product must be installed according to Alliance's printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the product per the manufacturer's published instructions may affect Product performance and voids the Warranty.
- D. The covered person must provide written notice to Alliance Concrete Concepts within 30 days after discovery of any claimed defect or failure covered by the Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Alliance to investigate the claim. Photo's of the product, showing the defect or failure are helpful and should accompany the notice.
- E. Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide for protection of all property that could be affected until the effect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Alliance's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

3. EXCLUSIONS: This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (c) of this warranty) or improper installation of studs or other accessories; (b) neglect; (c) abuse; (d) misuse; (e) repair or alteration; (f) settlement or structural movement and/or movement of materials to which the

Product is attached; (g) damage from incorrect design of the structure; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, hurricane, tornado, flood earthquake or other severe weather or natural phenomena (j) efflorescence or performance of paint/coatings applied to the Product at any time, or lack thereof; (k) growth of mold or mildew on siding surface; (l) lack of proper maintenance; (m) any cause other than manufacturing defects attributable to Alliance.

4. DISCLAIMER: The statements in this Warranty constitute the only warranty extended by Alliance for the Product. ALLIANCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, OR BY USAGE OF TRADE OR COURSE OF DEALING IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT WILL ALLIANCE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

6. MODIFICATIONS AND ALTERATIONS OF PRODUCT: Alliance shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment, other than ordinary fitting by the installer.

7. SETTLEMENT OF CLAIM: Any refund or material replacement by Alliance pursuant to Section 1 hereof shall constitute a settlement and release of all claims of any covered person hereunder for damages or other relief.

8. MODIFICATION OR DISCONTINUATION FOR PRODUCTS: Alliance reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

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1-877-248-7456