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BORAL WARRANTY
2256 CENTENNIAL ROAD
TOLEDO, OHIO 43617



Build something great™

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DNDLW01-0916

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Boral™ **Drain-N-Dry™ Lath**
with DELTA®-DRY Technology

LIMITED PRODUCT WARRANTY



BORAL

Boral™ Drain-N-Dry™ Lath Limited Product Warranty

This express Limited Product Warranty (“Warranty”) covers performance of the Boral™ Drain-N-Dry™ Lath product (“Product”) sold by Boral Stone Products LLC (“BORAL”). This Warranty extends only to the original owner of the structure in which the Product is originally installed (the “Qualified Owner”).

BORAL warrants to the Qualified Owner that each Product, as demonstrated by IAPMO Uniform Evaluation Report UER-0323, provides a plaster base with drainage that meets the requirements of the 2009 International Building Code (“IBC”) and the 2009 International Residential Code (“IRC”) for stucco systems (excluding EIFS) and adhered veneer. The duration of this Warranty is ten (10) years from the date the Product was originally purchased from an approved BORAL vendor. This Warranty is only for the benefit of, and only enforceable by, the Qualified Owner. This Warranty is issued only to the Qualified Owner, and may not be assigned or transferred in any manner whatsoever. This warranty is subject to the additional terms, conditions, restrictions and exclusions, set forth below.

The Product at time of delivery from Product manufacturer to BORAL met or exceeded test results set forth in the Boral™ Drain-N-Dry™ Lath data sheet, as amended from time to time, which is located at www.DrainNDryLath.com - Data Sheet.

To make a Warranty claim, the Qualified Owner must: (1) notify BORAL in writing within ninety (90) days after the facts on which the claim is based become known, (2) provide BORAL an opportunity to investigate and approve the claim, and (3) provide BORAL an opportunity to inspect and test the Product, its installation, and the environment in which it was used prior to removal of the Product by the original purchaser. Warranty claims must be made during the duration of the Warranty. Failure to comply with these notice and inspection provisions shall void this Warranty.

If BORAL finds that any of your Product does not meet the Warranty set forth herein, after inspecting and testing the Product, BORAL will furnish at its sole option new Product, free of charge, to replace each defective Product or refund the purchase price of the defective Product. These remedies are the Qualified Owner’s exclusive remedies for breach of

warranty. BORAL shall not be responsible for labor costs and shall not be liable for any other losses or damages.

Specific Exclusions: This Warranty does not cover any of the following and this Warranty does not cover any loss or damage resulting from or related to any of the following: (a) damage to the Product caused during installation; (b) Product not installed in strict accordance with BORAL’s Product written installation instructions, applicable local building codes and acceptable building and trade practices in the specified area where the Product is installed; (c) intentional or unintentional misuse of or damage to the Product; (d) negligence or willful misconduct on the part of the builder, general contractor, installer or of any third party (including the building owner); (e) damage to Product or structure caused by impact of falling or foreign objects, earthquakes, fire, flood, lightning, ice, tornado, hail storms, hurricane and high winds, windstorm, or any other Acts of God; (f) movement, settlement, distortion, warping or cracking of the Product’s structural supports or accessories used in connection therewith; (g) physical abuse, vandalism, riot, insurrection, improper maintenance, use of accessories other than those described in BORAL’s Product written installation instructions; (h) cascading roof or floor water, ponding water or immersion in water; (i) defects in the structure or components of the structure (e.g. window, door or other components of the wall system); (j) contamination from building site chemicals, materials or substances; (k) deterioration of other building materials; (l) use or application of the Product that is inconsistent with BORAL’s recommended use and application; (m) exposure to foreign objects or agents, including the use of materials incompatible with the Product or other system materials; (n) U.V. exposure of the Product in excess of that set forth in BORAL’s installation instructions in effect at the time of purchase; (o) fasteners, flashings or any other accessory materials used or installed with the Product; or (p) the cost of installation or re-installation labor provided by others.

Boral is not responsible for structural conditions, design conditions, architecture, engineering or workmanship of any project.

This is the entire Warranty between BORAL and the Qualified Owner with respect to Product. This Warranty supercedes all prior and contemporaneous agreements, representations, or understandings, whether oral or written, relating to

Products. Statements contained in BORAL’s advertising materials do not constitute a warranty. **THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY BORAL WITH RESPECT TO THE PRODUCTS. BORAL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU LIVE IN A STATE WHERE THE DISCLAIMER OF IMPLIED WARRANTIES IS NOT ALLOWED, THEN THE DURATION OF ANY IMPLIED WARRANTY IS HEREBY LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES. OTHERWISE, THIS WARRANTY IS THE QUALIFIED OWNER’S SOLE AND EXCLUSIVE REMEDY.**

BORAL reserves the right, in its sole discretion, to modify or withdraw this Warranty, in which event this Warranty will not be applicable to any purchases of Products that occur after the date of modification or withdrawal.

BORAL shall in no event be liable under any circumstances for incidental, punitive, consequential, exemplary or other damages, or for any damages to any structure or its contents or its occupants, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. This express Warranty excludes all costs of labor, installation, reinstallation, freight, taxes or any other charge related to defective Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

This Warranty gives the Qualified Owner specific legal rights, and the Qualified Owner may have other rights which may vary from state to state.

For further information concerning this Warranty or to report claims, contact:

Boral Warranty
2256 Centennial Road
Toledo, Ohio 43617

OCTOBER 2016

Limited Product Warranty on Boral™ Drain-N-Dry™ Lath - Product Registration Card

Completion of this registration card is optional.

Original Installation Date: _____

Homeowner Name: _____

Address: _____

City: _____

State: _____ ZIP: _____

Work Phone: (____) _____

Home Phone: (____) _____

E-mail Address: _____

Signature of Homeowner: _____

Name of Contractor/Installer: _____

Note: Please retain proof of purchase and installation date with your important records in the event that you file a claim in the future.

Boral Stone Products LLC Product Registration:

Product: Boral™ Drain-N-Dry™ Lath

Number of Sq. Ft. Purchased: _____

For more information, visit our web site
www.DrainNDryLath.com

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