



## GREENBOARD™ Tile Backer and Building Panel Product Warranty

### 1. WARRANTY MATCHING:

Southern Cross Technologies, Inc. will match any industry warranty for the products we sell.

### 2. LIMITED WARRANTY COVERAGE:

Southern Cross Technologies, Inc. warrants (for installation within North America) to the purchaser and to assigns of the purchaser, for which the Product is applied that when manufactured, the Green E-Board™ Product, (the "Product") complies with ASTM C1288, and is free from defects in material and manufacture. When used for its intended purpose, properly installed and maintained according to our published installation instructions, the Product for the lifetime of the product or approximately 20 years from the date of purchase will (a) remain non-combustible, (b) resist damage caused by termite attacks, and (c) will not crack, rot or delaminate. If during the Warranty period, any Product proves to be defective, Southern Cross Technologies, Inc., in its sole discretion, shall replace the defective Product before it is installed, or, during the initial two years, reimburse the covered person for resulting losses up to twice the retail cost of the defective portion of the Product. During the 2nd through the 20th year, the Warranty payment shall be reduced by 5% each year such that after the 20th year no warranty shall be applicable. If the original retail cost cannot be established by the covered person, the cost shall be determined by Southern Cross Technologies, Inc. in its sole and reasonable discretion. Southern Cross Technologies, Inc.'s replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect. Southern Cross Technologies, Inc., at its discretion, will refund or pay any costs in connection with labor or accessory materials for the first two years only.

### 3. CONDITIONS OF WARRANTY:

Southern Cross Technologies, Inc. liability hereunder to the covered person shall be subject to the following terms and conditions:

The claimant must provide proof that he/she is a covered person. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation. As manufacturer has no control over storage conditions, warranted coverage during storage is limited to 12 months from date of production. The Product must be installed according to Southern Cross Technologies, Inc. printed installation instructions and all building codes adopted by federal, state, provincial, 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. The covered person must provide written notice to Southern Cross Technologies, Inc. within 30 days after discovery of any claimed defect or failure covered by this 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 the claim to be investigated. Photos of the product, showing the defect or failure must accompany the notice, when appropriate. 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 defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Southern Cross Technologies, Inc. or its agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product. This warranty covers all approved applications for the product, including installation as an underlayment for tile and stone on floors or countertops in bathrooms, kitchens, etc. , as a substrate for wall tile in tubs, showers and steam rooms (see exclusions), and as an underlayment for exterior tile installations over plywood or engineered wood substrates (see requirements for sealing of tile and grout).

### 4. EXCLUSIONS:

This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, 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) and/or improper installation of the sub-floor, joints, studs, supporting members or 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 floor deflection; (i) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) performance of surfaces installed over Product, such as ceramic tile, natural stone, paint, wallpaper or textured coatings; (note: grouted tile or stone must be sealed with a penetrating moisture sealer on a regular basis for warranty to remain in effect) Follow guidelines and instructions of sealer manufacturer for frequency of application.) (k) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; (m) any cause other than manufacturing defects attributable to Southern Cross Technologies, Inc. n) steam room applications require full coverage of the product with a waterproof fabric, e.g. the Schluter Kerdi® system or equivalent. The use of trowel on or spray on waterproofing is prohibited for warranty purposes.

### 5. DISCLAIMER:

The statements in this Warranty constitute the only warranty extended by Southern Cross Technologies, Inc. for the Product. Southern Cross Technologies, Inc. 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.

### 6. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:

IN NO EVENT WILL Southern Cross Technologies, Inc. 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.

### 7. MODIFICATIONS AND ALTERATIONS OF PRODUCT:

Southern Cross Technologies, Inc. shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

### 8. SETTLEMENT OF CLAIM:

Any refund or material replacement by Southern Cross Technologies, Inc. pursuant to Section 2 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

### 9. MODIFICATION OR DISCONTINUATION OF PRODUCTS:

Southern Cross Technologies, Inc. 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.