

Lifetime

Limited Warranty

Brahma Building Products (hereafter referred to as “Manufacturer”), warrants to the Original Purchaser that each BrahmaBoard Trim and Beaded Board (hereafter referred to as “Product”) will be free from manufacturing defects that will cause the Product to rot, corrode, delaminate, swell excessively due to moisture retention, suffer termite damage or fungal decay. This Lifetime Limited Warranty continues for the life of the Product as long as the Original Purchaser owns the property on which the Product is installed. In the case of an owner that is a business, association, school, government or any entity other than an individual, the Warranty shall expire 25 years after purchase and delivery of the Product.

Limitations

This Warranty only provides for replacement of defective Product, or refund of the original purchase price of the defective Product, as described in the Remedies paragraph below. This Warranty does not cover any direct, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, including, but not limited to, labor costs and other expenses for the installation and removal of the original Product and installation of the replacement Product, whether a claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise.

This Warranty does not cover, and Manufacturer is not liable for, damage to the Product as a result of one or more of the following: intentional or unintentional misuse of or damage to the Product; acts of God, including, but not limited to, lightning, fire, flood, tornado, wind, hurricane; use of improper cleaning compounds, pesticides, paints, surface treatments or other chemical substances on the Product; ordinary or expected weathering, including but not limited to, fading, chalking, or darkening or lightening of the Product due to exposure to ultraviolet light and extremes of atmospheric conditions that are unique to, and may vary in, each geographical location, pollution, acid rain, application of harmful chemicals or vapors; improper installation of Product or improper supporting structure; or movement, settling or change in the ground or structure supporting the products. If the Product is painted, this Warranty will not cover performance of the paint, including, but not limited to, fading, cracking, peeling, adhesion, chalking, or any other paint related problem. Always follow paint manufacturer’s directions when using on Product. This Warranty does not cover defects resulting from any other cause beyond the control of the Manufacturer.

This Warranty shall not be modified in any way except in writing signed by an officer of Manufacturer. No reseller or other party has the authority to make any claims about the Product other than those made in this Warranty. There are no warranties, express or implied, written or oral, other than those expressed herein.

It is understood that the Product is for decorative purposes only and not to provide structural support.

Warranty Claims

Should your BrahmaBoard product show a covered defect at any time, you must promptly notify Brahma Building Products in writing after discovering the claimed defect and prior to attempting any repair.

The notification must include a detailed description of the claimed defect, the location of the installation, the date the defect was discovered, one or more photographs of the condition, proof-of-purchase (if your product has not been registered), and your name, address and phone number.

The notice should be mailed to:

Brahma Building Products
Warranty Claim
P.O. Box 187
Newport, PA 17074

Upon receipt of the claim, we will investigate and validate it. If we require any additional information, we will contact you at the address or phone number provided by you. Any attempted repair of the claimed defect without prior written authorization from Brahma Building Products will void this Warranty.

Remedies

If Manufacturer determines that a covered defect exists under the terms of this Warranty, your sole remedy, at the election of Manufacturer, will be to arrange for replacement of the Product or refund the amount paid for the original Product, by the Original Purchaser. No amount will be paid for installation, labor or any charge. Under no circumstances shall any refund exceed the original purchase price of the Product. Brahma Building Products does not reimburse or arrange for removal of defective Product, or reinstallation of replacement Product.

Limitation on Implied Warranties

NEITHER THE MANUFACTURER NOR THE SELLER MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301. Some states do not permit any limitations on the length of an implied warranty, or any exclusion or limitation of incidental or consequential damages, and therefore some limitation or exclusions in this Warranty may not apply.

Exclusive Remedies

The remedies set forth above are the customer's exclusive remedies under this Warranty. In no case shall Manufacturer be liable to the customer or any other person for any general, incidental or consequential damages. No modification to this Warranty is effective unless modified in writing signed by both Manufacturer and the purchaser. This Lifetime Limited Warranty is the complete and exclusive warranty relating to the product. Invalidation of any one or more of the provisions of this Warranty shall not invalidate or effect in any one of the other provisions hereof, which shall remain in full force and effect. This Warranty is not transferable.