

## 10 YEAR LIMITED WARRANTY

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# Compotite Cement Foam Backer Board

### Warranty

Compotite Holdings, LLC. ("Compotite") warrants that for a period of 10 years from the date of purchase, all products it sells bearing the Compotite name ("Products") shall be free of manufacturing defects and conform to Compotite's published specifications and performance, subject to the terms, conditions, and limitations below. The Compotite warranty covers product applications which are (a) specifically approved and to the extent they may be limited by Compotite in its publications, and (b) installed in accordance with Compotite's published requirements, limitations and installation manuals as well as applicable building codes and accepted industry standard guidelines.

### Limitations On Coverage

The 10-year limited warranty (collectively, "Compotite Warranties") apply to: (a) Products damaged, expired (if expiration specified and expressly noted by Compotite), or misused after leaving Compotite's possession; (b) Products not handled or stored in accordance to Compotite's written guidelines; (c) Products not installed in strict compliance with applicable Compotite installation instructions and guidelines, applicable building codes, and accepted industry standards; (d) Products which have undergone a repair, re-installation, or replacement which was not authorized by Compotite in writing; (e) damage resulting from a defect in a product not sold by Compotite and not bearing the Compotite name or logo; (f) damage resulting from a defect in the structure or component of the structure and/or framing to which the Products were affixed; (g) damage resulting from failure to quarantine or take other protective steps to remove hazardous substances such as mold and mildew, and failure to restrict people from accessing areas affected by hazardous substances; (h) claims arising from expired Products that references an expiration date, or Products which were not installed within 6 months of purchase, or Products installed in buildings which remained vacant for a period of 6 months any time after installation; (i) claims arising in buildings vacant for 4 weeks or longer prior to either occurrence or observance of Product's manufacturing defect or damage; or (j) any other cause not related to manufacturing defects of the Products.

### Warranty Coverage

If, within the applicable warranty period, any Product does not meet Compotite's published specifications due to a manufacturing defect ("Non-Conforming Product"), Compotite will, subject to all other terms of this Warranty document and at its sole and absolute discretion, do one of the following:

(a) Compotite will, at its option, repair or replace any Product which proves defective due to manufacturing quality (b) Replacement of any defective Product or, at Compotite's option, refund of the purchase price of any defective Product shall be the buyer's sole remedy under this warranty

### No Other Warranties

No representative, dealer, or any other person is authorized to provide any warranty, representation, condition, or promise on behalf of Compotite with respect to the Products manufactured. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, shall modify Compotite Warranties, unless made in writing and signed by an authorized representative of Compotite.

**EXCLUSIVE REMEDY. THE COMPOTITE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPOTITE SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOST PROFITS, EXCEPT AS EXPRESSLY PROVIDED ABOVE. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, AND PROVINCE TO PROVINCE.**

**DISCLAIMER FOR INSTALLATION. COMPOTITE ONLY WARRANTS THE "PRODUCTS" (AS DEFINED ABOVE). THE COMPOTITE WARRANTIES DO NOT APPLY TO INSTALLATION, AND COMPOTITE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE WORK OF ANY INSTALLER. UNDER NO CIRCUMSTANCES SHALL COMPOTITE BE LIABLE FOR ANY CLAIM, LOSS, OR DAMAGES ARISING OUT OF THE PERFORMANCE OF AN INSTALLER.**

**DISCLAIMER FOR NON COMPOTITE PRODUCT USED IN THE INSTALLATION COMPOTITE ONLY WARRANTS THE "PRODUCTS" (AS DEFINED ABOVE). THE COMPOTITE WARRANTIES DO NOT APPLY TO SUBSTRATES, SUBSTRUCTURES, SURFACE FINISH PRODUCTS, INSTALLATION ADHESIVES OR GROUTS AND MAKES NO REPRESENTATION OR WARRANTIES REGARDING THE FITNESS OF THESE STRUCTURES OR PRODUCTS FOR THE INSTALLATION OR THEIR COMPATIBILITY WITH COMPOTITE PRODUCT. UNDER NO CIRCUMSTANCES SHALL COMPOTITE BE LIABLE FOR ANY CLAIM, LOSS, OR DAMAGES ARISING OUT OF THE PERFORMANCE OF A NON - COMPOTITE PRODUCT OR STRUCTURE IN THE INSTALLATION OR THEIR EFFECT ON THE COMPOTITE PRODUCT.**

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### Non-Transferability and Continuing Warranty Coverage

The Compotite Warranties extend only to the installer, developer, and the owner of the residence or building into which the Products are installed at the time of installation ("Claimant"). The Compotite Warranties are not transferable or assignable, except upon the transfer of title to the residence or building from a developer to its first non-developer owner, or where required by applicable law. If any Product is repaired or replaced under the Compotite Warranties, ongoing warranty coverage (if applicable) shall continue from the original date of purchase, and not the date of the repair or replacement.

### Notice to Compotite

Compotite shall have no obligations under the Compotite Warranties unless Compotite is provided timely notice of the claim as described below.

Notice of all Compotite Warranty claims must be provided to Compotite immediately upon noticing a defect but no later than thirty (30) days of when a defect would have been reasonably noticed. Delays of Notice may limit or void Compotite's warranty.

Continued use of the defective installation or non-Compotite approved attempts to repair may limit or void the Compotite warranty.

Notice of a potential claim must be provided to Compotite in writing at:

**Compotite Holdings, c/o Customer Service Claims Department**  
**2556 West Commerce Street, Dallas, TX 75212**  
**(p): (800) 221-105 (f): (800) 334-3940.**

Compotite shall be allowed a reasonable amount of time to investigate all claims. Such investigation will include, but not necessarily be limited to: authorization and access to perform testing, as Compotite deems necessary to adequately analyze the jobsite conditions. Upon Compotite's request and as a condition of warranty coverage, Claimant shall provide copies of all invoices for the Products, the surrounding building materials, and their installation.

### Manufacturer

Compotite Holdings, LLC 2556 W. Commerce St. Dallas, TX 75212

Publication of warranty statement effective date: 04/01/2023.