



272 Bendix Road, Suite 550
Virginia Beach, VA 23452

PH (757) 498-0186
FX (757) 498-1075

The PENROD Company **LIMITED LIFETIME WARRANTY**

Subject to the terms, conditions and limitations stated herein, The PENROD Company ("PENROD") warrants to the original purchaser only that XO Cellular PVC Board (the "Product") will be free from manufacturing defects that cause the Product to rot, delaminate or excessively swell (the "Covered Defects") during the applicable Warranty Period (the "Limited Warranty"). This Limited Warranty shall be effective for the period the Product (1) is owned by the original purchaser and (2) remains where initially installed (the "Warranty Period").

Each purchaser of the Product is solely responsible for determining the effectiveness, suitability and safety of any particular use of application of the Product. Building code regulations vary from area to area. Each purchaser of the Product should consult local building and safety codes for specific requirements.

Any claim made under this Limited Warranty must be in writing to PENROD and made within ninety (90) days after a Covered Defect is discovered (or should have been discovered) and before any alterations are made and expiration of the Warranty Period. PENROD must be given a thirty (30) day opportunity to inspect the Product claimed to have a Covered Defect; or (2) refund to the owner the reasonable cost to repair or replace the Product affected by a Covered Defect, including material and labor; provided in no event shall such cost exceed twice the Purchaser's original purchase price of such Product so affected (the "Remedy"). Claims made under this Limited Warranty must be made to:

**The PENROD Company
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Attn: PENROD Warranty Manager**

This Limited Warranty applies to the original purchaser only and is limited solely and exclusively to the Remedy. In no event shall PENROD be liable for labor, installation, reinstallation, freight, taxes or any of the Remedy as set forth herein, and this limited remedy shall not be found to fail of its essential purpose.

This Limited Warranty applies and is effective only if the Product is subjected to normal use and exposure, is stored, handled, applied, installed, and periodically maintained, in accordance with the manufacturer's specifications and standard building practices. This Limited Warranty does not cover and PENROD is not liable for damage or failure of the Product as a result of one or more of the following: intentional or unintentional misuse of or damage to the Product; impact of foreign objects; earthquakes, fire, flood, lightning, ice, tornado, hurricane, windstorm or any other Acts of God; improper installation or application of the Product or its structural supports; movements, settlement, distortion, warping or cracking of the Product's structural supports or accessories used in connection therewith; abuse, vandalism, riot, insurrection, improper maintenance, use of incompatible accessories, or other products that cause a Product defect of failure to occur; pollution, acid rain, application of harmful chemicals or vapors applied to the Product; or ordinary and expected weathering due to exposure to the elements (for purposes of this Limited Warranty, defined as fading, chalking or darkening of the surface of the Product due to exposure of ultraviolet light and extremes of atmospheric conditions that are unique to and may vary in each geographic location). This Limited Warranty does not cover painted finishes or coating applied to the Product by the original purchaser or any third party.



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This Limited Warranty shall automatically become null and void upon: (1) failure to notify PENROD of a claimed Covered Defect when as required herein; (2) failure to allow PENROD to inspect a claimed Covered Defect prior to making alterations as required herein; or (3) failure to notify PENROD of a claimed Covered Defect prior to the expiration of Warranty Period. All times stated in this Limited Warranty shall be of the essence.

PENROD LIMITS ITS OBLIGATIONS UNDER THE LIMITED WARRANTY TO THE REMEDY SET FORTH HEREIN. THE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. PENROD NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR PENROD (INCLUDING ANY DISTRIBUTOR, BUILDER OR INSTALLER), ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF THE PRODUCT. PENROD MAKES NO WARRANTY WITH RESPECT TO INSTALLATION OF THE PRODUCT BY ANY BUILDER, CONTRACTOR OR ANY OTHER INSTALLER. PENROD'S LIABILITY, WHETHER BASED UPON THEORIES OF CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE LIMITED TO THE REMEDY PROVIDED IN THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL PENROD BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE RESULTING FROM THE USE OF THE PRODUCT.

This warranty may not be altered or amended except in a written instrument signed by PENROD. No dealer or other person or entity is authorized by PENROD to make statements or representations regarding the performance of the Products except as contained in this Limited Warranty, and PENROD shall not be bound by any such statements other than those contained herein.

Some states do not allow the exclusion of or limitation of special, incidental or consequential damages, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from State to State.