



ROK-ON™ 20-YEAR PRODUCT WARRANTY

Limited –Transferrable

1. Coverage

Magboard LLC (hereinafter ROK-ON™) warrants to the first Owner and the first transferee of such structure that, for a period of 20 years from the date of purchase, the Product will be free from manufacturing defects, including cracking, rotting, swelling, delamination and damage from termites, when properly installed and maintained according to ROK-ON™ published installation instructions. (Refer to www.rok-on.com) for published installation procedures.) Should any such defect appear, ROK-ON™ will provide either a replacement of the defective product – if retail from the selling distributor and if OEM direct from ROK-ON™ - or a refund of the original purchase price at ROK-ON™'s sole and exclusive option in accordance with the prorating schedule set forth herein.

Under no circumstances and in no event shall ROK-ON™ be liable for any labor charges or other expenses whatsoever in connection with the removal or installation of either the original or replacement Product. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replaced product and will extend for the balance of the warranty period in effect at the time the Product proved defective.

If the original purchase price cannot be established by the covered person or entity by producing a copy of the original sales receipt, the cost will be determined by ROK-ON™ in its sole and reasonable discretion. ROK-ON™ replacement of the defective Product or granting of a refund pursuant to the terms of Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person or entity with respect to any defect. ROK-ON™ will not refund or pay any costs in connection with labor or supporting materials. Any refund or material replacement by ROK-ON™ shall constitute a full settlement and release of all claims of any covered person or entity hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person or entity's acceptance of such refund or material replacement.

UNDER NO CIRCUMSTANCES SHALL ROK-ON™ BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ECONOMIC LOSS, INJURY, DEATH OR PROPERTY DAMAGE, WHETHER AS A RESULT OF BREACH OF THIS WARRANTY, NEGLIGENCE OR OTHERWISE.

2. Conditions of Warranty

- The Product must be stored according to the manufacturer's instructions at all times between purchase and installation.
- The Product must be installed according to ROK-ON™'s printed installation procedures as set forth on ROK-ON's™ website and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation.
- IF conflicts exist between applicable codes and ROK-ON™ installation instructions, installer is responsible to contact ROK-ON™ Representative for clarification of installation instructions.
- Failure to install and finish the Product per the manufacturer's published instructions may affect Product performance and will void the Warranty.

3. What the Customer Must Do

The claimant must provide proof that he/she is a covered person or entity and notify ROK-ON™ in writing within thirty (30) days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair.

- The claimant must provide proof of the date of purchase and that ROK-ON™'s installation procedures were followed, as well as proof of property ownership. All notifications should be sent to: ROK-ON™ – 1033 B Avenue, Suite 125, Coronado, Ca. 92118 USA, Attn: Warranty Claims. 775-750-2142
- Upon discovery of a possible defect or failure, the covered person or entity must immediately, and at the covered person or entity's own expense, provide protection of all property that could be affected until the defect or failure is remedied.
- The property owner will be required to submit a sample and photographs of the defective material to ROK-ON™ for analysis. ROK-ON™ will then investigate the claim and examine the material claimed to be defective.
- If requested, the property owner must provide access for examination by an agent of ROK-ON™. If a defect covered by this warranty is confirmed, ROK-ON™, within a reasonable amount of time after the inspection, will replace the Product, or refund the original purchase price of the defective Product, pursuant to the terms of this warranty.

Exposed or unexposed surfaces) and in this respect, any claims of damage caused by mold or mildew are expressly excluded.

4. Limitations

- This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

-Misuse, abuse, neglect or improper handling, shipping, storage or installation of the Product.

- Improper application or application not in strict adherence to ROK-ON™'s written application instructions
- Improper installation of framing or other accessories.
- Settlement or structural movement and /or movement of materials to which the Product is attached
- Damage from incorrect design of the structure.
- Exceeding the maximum designed, transverse, wind or dead loads based on ROK-ON™'s published testing results
- Use of accessories that do not properly receive and/or secure the Product.
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado, severe weather (including, but not limited to, unusual climate conditions) or other casualty or act of God.
- ROK-ON™ is not a food for mold and mildew; however, materials that land on ROK-ON™ may be. Accordingly, 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.
- Lack of proper maintenance or any cause other than manufacturing defects attributable to ROK-ON™ Products. ROK-ON™ will have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.
- ROK-ON™ reserves the right to discontinue or modify any of its Products without notice to the property owner/consumer and shall not be liable as a result of such discontinuance or modification. If ROK-ON™ replaces any material under this warranty, it may substitute Product designated by ROK-ON™ to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

5. Other Conditions:

IN NO EVENT WILL ROK-ON™ BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF ROK-ON™. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A PROPERTY OWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL ROK-ON™ BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY.

NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF ROK-ON™ IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

6. DEFINITIONS

- Products: All sheathing products manufactured by ROK-ON™.
- First Purchaser: The original distributor or entity to which the product was sold.
- Refund: Original material price paid by original purchaser, exclusive of any taxes, freight and documentation charges which may have been incurred at time of purchase.
- Replacement: To original purchaser exclusive of any taxes, freight and documentation charges or other charges, which may have been incurred at time of purchase.
- Original Purchase Price: Original material price paid by original purchaser, exclusive of any taxes, freight and documentation charges which may have been incurred at time of purchase.

7. Number of Years of Use Obtained After The Original Purchase Date, ROK-ON™'s Prorated Share of Warranty Obligation is as Follows:

Year 1: Original purchase price.

Years 2 through 20: Purchaser shall incur a 3.3% reduction per year.