

This 10-Year Limited Warranty (the “Limited Warranty”) applies to MAXTERRA™ Magnesium Oxide Cement Board products (hereinafter “Product”) installed in the United States and manufactured after January 1, 2020.

1. **WARRANTY AND COVERED PERSONS.** NEXGEN Building Products, LLC (“NEXGEN”) warrants to the first owner of the structure to which the Product is applied, (a “Covered Person”) that the Product shall be free of manufacturing defects in material or workmanship for a period of 10 years from the date of manufacture (the “Warranty Period”), subject to the terms and conditions of this Limited Warranty. The term manufacturing defects means only the length and width of the Product being more than 1/8 different from the advertised width and length of the Product, or severe cracking, pitting or bubbles on the Product’s surface.

2. **EXCLUSIVE REMEDIES.** If during the Warranty Period any Product is proved to be defective, NEXGEN shall either, in its sole and absolute discretion, replace the defective Product or refund the original purchase price for the defective Product. If the original purchase price cannot be established, the cost shall be determined by NEXGEN in its sole and absolute discretion. NEXGEN’s election under this Paragraph 2 shall be the sole and exclusive remedy available to a Covered Person regarding any defect. If NEXGEN elects to replace the defective Product, the cost of labor, accessory materials, freight and/or other expenses associated with the removal or reinstallation of any defective Product or replacement Product will be paid solely by the Covered Person and not by NEXGEN. In no event shall NEXGEN ever be liable for any amount in excess of the original purchase price for the defective Product.

3. **TERMS AND CONDITIONS.** Warranty coverage under this Limited Warranty is subject to the following terms and conditions: A. A Covered Person must provide written notice via certified mail to NEXGEN at 1904 Manatee Avenue West, Suite 300, Bradenton, FL 34205 within 15 days after discovery of any claimed defect covered by this Limited Warranty and before beginning any alteration, destruction, change or repair. The notice must provide proof that the Covered Person is, indeed, a Covered Person, and must be specific and must describe the location and complete details of the claimed defect and all other information necessary for NEXGEN to investigate the claim. Pictures of the Product showing the alleged defect must accompany the notice; B. The Product must be stored and handled according to NEXGEN’s instructions at all times between purchase and installation, and must be installed according to NEXGEN’s printed installation instructions and all applicable building codes adopted by federal, state or local governments or government agencies; C. Upon discovery of a claimed defect, a Covered Person must immediately, and at their own expense, provide complete protection of all property that could be affected by the claimed defect until such claimed defect is remedied. Before removing or making any alteration, change, or repair to the Product, a Covered Person must allow NEXGEN or its authorized agent to enter the property and/or structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any alterations, changes or repairs initiated by or on behalf of a Covered Person, without prior authorization from NEXGEN, will void this Limited Warranty; D. To qualify for this Limited Warranty, the Product must have been purchased by a qualified customer physically located in the United States and installed in a building in the United States which is/are not excluded by the applicable NEXGEN application and installation manuals. Any claims under this Limited Warranty must be made prior to expiration of the Warranty Period.

4. **EXCLUSIONS FROM THE LIMITED WARRANTY.** This Limited Warranty does not cover damage, claims, or defects resulting from or in any way attributable to: A. The improper use, storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the conditions set forth in Section 3B of this Limited Warranty). Proper installation of the Product means the most restrictive of the requirements specified by NEXGEN, local building code provisions, the model building code adopted by the local jurisdiction, the government agency having jurisdiction or the engineer or architect of record; B. Further processing, modification or alteration of the Product after shipping from NEXGEN; C. Neglect, abuse, misuse or improper handling or shipping of the Product; D. Repair or alteration in any way of the Product; E. Settlement or structural movement and/or movement of materials to which the Product is attached and/or improper installation of studs, framing or other accessories; F. Damage from incorrect design or construction of the structure; G. Exceeding the maximum designed wind loads; H. Exceeding the maximum floor deflection; I. Exceeding the maximum design loading per the designer of record, governing building codes or any authority having jurisdiction; J. Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena (including, but not limited to, unusual climate conditions); K. Lack of proper maintenance; or L. Any cause other than manufacturing defects in material and workmanship attributable to NEXGEN.

5. **LIMITATION OF LIABILITY AND EXCLUSIONS OF OTHER WARRANTIES, EXPRESS OR IMPLIED. OTHER THAN THE EXPRESS LIMITED WARRANTY PROVIDED BY THIS DOCUMENT, THE PRODUCTS ARE SOLD AS IS AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. NEXGEN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT AS OTHERWISE REQUIRED BY LAW, AND WHERE NOT PERMITTED TO BE DISCLAIMED, ARE EXPRESSLY LIMITED TO THE SAME PERIOD OF TIME AS THE WARRANTIES DESCRIBED ABOVE. NEXGEN IS NOT LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGE REGARDLESS OF THE THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.** A Covered Person agrees that the above disclaimer is sufficiently conspicuous under applicable law. These exclusions may not apply where warranties cannot lawfully be disclaimed, and some states do not allow limitations on how long an implied warranty lasts. Therefore, these limitations or exclusions may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these exclusions or limitations may not apply to you. This Limited Warranty gives the Covered Person specific legal rights, and other rights may exist which vary from state to state.

6. **CUSTOMER SUPPORT.** If you experience a problem with your Product, please call or e-mail your NEXGEN representative before addressing the problem.

7. **ENTIRE LIMITED WARRANTY.** This Limited Warranty contains the only warranty extended by NEXGEN for any Product. No employee, distributor, agent or other is authorized to make any other warranty in addition to those made in this Limited Warranty.