



## Limited Warranty

**In General.** This express limited warranty ("Warranty") covers performance of the products in the Tapco Tools® product line manufactured or sold by Boral Building Products Inc. ("Boral") or an affiliate of Boral ("Products"). Boral does not warrant installation labor provided by others except as expressly provided herein.

**Who is Covered.** This Warranty extends to the purchaser of the Products and anyone else who might own the Products during the first year after the original purchase ("Owner").

**Terms of Warranty.** Boral warrants that the Products are free from manufacturing defects for a period of one (1) year from the date of purchase. Boral shall determine whether the Products contain a manufacturing defect.

### **Warranty Exclusions.**

This Warranty does not apply to any problems with non-defective Products caused by conditions or handling beyond Boral's control. This Warranty does not cover claims, damage to or failure of the Products resulting from the following: 1) acts of God or fire; 2) accidents, misuse, abuse, neglect, shipping, or improper storage; 3) usage of the Product other than for its intended purpose; 4) Owner's failure to reasonably maintain the Product; 5) repairs or modifications by persons not authorized by Boral, or from the use of parts and accessories not authorized by Boral.

**Remedies.** If the Products do not meet the Warranty, Boral shall at its option, repair or replace the Products without charge, or refund the purchase price paid for the Products (less taxes and reasonable depreciation). Boral will not be liable for any shipping costs or any travel expenses. Any Products repaired or replaced by Boral hereunder will continue to be covered under the terms of this Warranty for the remainder of the warranty period.

**Claims Procedure.** Claims under this Warranty will be honored only if the following conditions are met: (1) proof of purchase date and purchase price are provided; (2) Boral is notified within thirty (30) days after the facts on which the claim is based become known; and (3) Boral has an opportunity to investigate and approve the claim. Claims may be submitted online at [www.boralbuildingproducts.com](http://www.boralbuildingproducts.com) or by calling 800-521-8486.

**Replacement and Product Variations.** Boral reserves the right to examine the Products before providing any replacement Product or reimbursement. This Warranty shall be void if anyone makes repairs or modifications to Products that are not first approved in writing by Boral, except for necessary emergency repairs.

**Warranty Limitations.** THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF BORAL FOR THE PRODUCT(S). BORAL HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE PRODUCT(S) INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BORAL SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS.

No person, employee, agent or otherwise, is authorized to vary or change the terms of this Warranty either orally or in writing, and any statements contained in Boral's advertising or other printed materials do not constitute a warranty and shall not be binding on Boral except as expressly set forth in this Warranty.

**Legal Rights.** This Warranty gives the Owners of the Products covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.