

Limited Lifetime Warranty

Coverage

This **Limited Lifetime Warranty** applies to the original purchaser ("end user") of **MagPanel**[®] products and covers magnesium oxide boards (both MgCl and MgSO₄ types). This warranty ensures that the product will be free from manufacturing defects, including but not limited to swelling, rotting, and delamination, under normal use and environmental conditions. Panels are warranted to meet the specified measurements within a 1% tolerance at the time of receipt.

If the original end user sells or transfers the property where the product was installed, the warranty automatically converts to a **25-year limited warranty** starting from the original product shipping date.

Warranty Conditions

To maintain warranty coverage, the product must be:

1. Stored, handled, and installed according to the manufacturer's guidelines.
2. Installed in compliance with applicable building codes and regulations.

The warranty remains valid only under conditions of normal use and maintenance.

Exclusions and Limitations

This warranty does not cover damages or defects caused by the following:

1. **Improper Handling or Storage.** Damage due to improper storage (e.g., exposure to moisture, poor stacking) or handling, including failure to follow installation guidelines.
2. **Structural or Design Failures.** Defects or damage resulting from structural design flaws, improper framing, or foundation movement.
3. **Environmental Factors and Acts of Nature.** Damage caused by natural events, including but not limited to floods, hurricanes, tornados, earthquakes, or lightning.
4. **Improper Modification.** Alterations, modifications, or cutting of the product that reduces its structural integrity.
5. **Exceeding Performance Limits.** Application of loads or stresses that exceed published performance standards or design specifications.
6. **Weatherproofing and Finishing Failures.** Improper or incomplete sealing, priming, weatherproofing, or finishing, including the use of non-compliant materials.
7. **Expansion and Contraction.** Issues related to expansion or contraction caused by changes in environmental moisture or humidity. MagPanel[™] is a natural, vapor-permeable material that adapts to its surroundings, which may result in slight dimensional variations. This is not considered a defect.

8. **Installation of Damaged Product.** Panels damaged during shipping or storage that were installed without prior inspection and reporting.

Warranty Claim Terms

For a warranty claim to be valid, the purchaser must adhere to the following steps:

1. **Notification:** Notify manufacturer in writing of any defects within 30 days of receiving the product or within 7 days of defect discovery (whichever occurs earlier).
2. **Proof of Defect:** Provide photographic evidence of the defect along with documentation demonstrating proper storage, handling, and installation of the product.
3. **No Unauthorized Repairs:** Any attempts to repair or modify the product before contacting manufacturer will void the warranty.

Remedies

If a warranty claim is determined to be valid, manufacturer will, at its sole discretion, provide one of the following remedies:

1. **Product Replacement:** Replace the defective product with an equivalent product, if available.
2. **Refund:** Issue a refund for the original purchase price of the defective product.

The following costs are not covered by this warranty:

- Labor for installation or removal of the product.
- Storage, shipping, or transportation costs.
- Any indirect or consequential damages, including but not limited to loss of use, delays, or loss of revenue.
- Warranty Limitations and Disclaimer
- This warranty is non-transferable except as stated under the conditions for property resale, in which case it transitions to a 25-year limited warranty from the original date of shipment. Manufacturer makes no other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose, beyond those expressly stated herein.
- Local building code compliance is the responsibility of the purchaser, installer, and contractor. Manufacturer assumes no liability for code violations related to product use or installation.

Governing Law

This warranty shall be governed by and interpreted under the laws of the state of Maryland, United States.