

Lifetime Limited Workmanship Warranty

Covers: James Hardie Fiber Cement Siding

Effective Date:	_____ (substantial completion date)
Warranty Period:	Lifetime (Limited)
Covered Product:	James Hardie Fiber Cement Siding
Homeowner:	_____
Property Address:	_____
Job / Invoice #:	_____

1. Scope of This Warranty

PrimeGuard Exteriors LLC ("PrimeGuard," "we," "us," or "our") warrants to the original property owner identified above ("Homeowner," "you") that the workmanship of the labor and installation services we performed at the Property in connection with James Hardie fiber cement siding will be free from defects in workmanship caused by PrimeGuard's installation for a period of Lifetime (Limited) from the date of substantial completion (the "Warranty Period").

For purposes of this warranty, "Lifetime" means for as long as the original Homeowner identified above owns and resides at the Property, subject to the transfer provisions in Section 4. This is a limited lifetime warranty, not an infinite warranty, and is subject to all conditions, exclusions, and limitations set forth in this document.

James Hardie fiber cement siding carries a 30-year limited substrate warranty from James Hardie. PrimeGuard's lifetime workmanship coverage is designed to complement that product warranty, covering the quality of our installation labor for as long as you own and live in the home.

This is a limited workmanship warranty. It covers our installation labor only. It does not cover the siding, windows, trim, fasteners, sealants, or any other materials themselves — those are covered separately by the manufacturer's product warranty, provided directly by those manufacturers under their own terms.

2. What This Warranty Covers

During the Warranty Period, PrimeGuard will repair, at no cost to the Homeowner, defects in workmanship attributable solely to our installation, specifically including:

- Installation defects — panels, windows, or trim that come loose, separate, or fail to perform as installed because of an error in how we installed them.
- Water intrusion caused by our installation methods — including improperly sealed seams, improperly lapped siding, or installation that did not follow manufacturer specifications.
- Flashing defects — improperly installed or omitted flashing around windows, doors, penetrations, or transitions, where the defect is caused by our work.
- Sealant and caulking defects at installation joints where we applied the sealant and where failure occurred within the Warranty Period due to improper application.
- Fastener installation defects — fasteners we installed that pull through, back out, or cause damage because of improper installation.

- Trim installation defects — trim we installed that separates, gaps, or fails because of installation error.
- Physical damage to your home that we caused during the installation and that was not disclosed and repaired at the time of substantial completion.

3. What This Warranty Does NOT Cover

This warranty does not cover, and PrimeGuard will not be responsible for, any of the following:

- Acts of God or extreme weather — windstorms exceeding the manufacturer's rated wind load, hail, earthquakes, floods, wildfires, falling trees or branches, lightning, or any natural event outside our control.
- Damage caused by other trades or contractors working on the Property after our work was completed.
- Normal wear, weathering, or fading of materials — these are manufacturer issues, covered (if at all) under the manufacturer's product warranty.
- Pre-existing conditions — rot, mold, structural defects, settling, or moisture issues that existed before our work began and were not part of the scope of work.
- Modifications, alterations, or repairs to our work made by anyone other than PrimeGuard or a contractor we have authorized in writing.
- Manufacturer product defects — defects in the materials themselves are covered under the manufacturer's separate product warranty.
- Damage from improper maintenance — pressure washing above manufacturer recommendations, harsh chemicals, painting without manufacturer-approved primers, or failure to perform routine maintenance.
- Damage from pests, rodents, birds, or insects.
- Cosmetic issues that do not affect performance — minor color variation between batches, normal expansion/contraction gaps, or sealant micro-cracking that does not allow water intrusion.
- Consequential, incidental, or indirect damages — lost rental income, alternative housing costs, lost wages, or damage to personal property inside the home.
- Work not performed by PrimeGuard — this warranty covers only the specific work described on your signed contract and final invoice.

4. Transfer of Warranty

This warranty is issued to the original Homeowner identified above. It is transferable one time to a subsequent purchaser of the Property, provided:

- The transfer occurs within the Warranty Period.
- The new owner provides written notice to PrimeGuard at sales@primeguardexterior.com within sixty (60) days of taking title.
- The notice includes a copy of this warranty, the property address, and the new owner's contact information.
- Any remaining Warranty Period transfers to the new owner — the warranty does not restart.

The warranty cannot be transferred a second time. After the first transfer, the warranty ends when the second owner sells the Property or when the Warranty Period ends, whichever comes first.

5. How to Make a Claim

If you believe you have a workmanship defect covered by this warranty, you must notify PrimeGuard in writing within thirty (30) days of discovering the defect, and in all cases before the Warranty Period expires.

Email: sales@primeguardexterior.com
Phone: (253) 365-9322
Mail: PrimeGuard Exteriors LLC, Tacoma, WA

Our response commitment: We will acknowledge your claim within fourteen (14) days of receipt and schedule an inspection within thirty (30) days, weather and access permitting.

6. Right to Cure (Opportunity to Repair)

Before the Homeowner engages any other contractor, supplier, or third party to perform repairs related to a defect covered by this warranty, the Homeowner must first give PrimeGuard a reasonable opportunity to inspect and repair the defect. Specifically:

- Written claim required first. The Homeowner must submit a written claim under Section 5 above.
- 30-day cure period. PrimeGuard must be given a thirty (30) day cure period from the date of inspection to repair the defect, or such longer period as is reasonably required given scope, weather, materials, and Property access.
- Third-party repairs not reimbursed. If the Homeowner hires a third party without first giving PrimeGuard written notice and opportunity to cure, PrimeGuard has no obligation to reimburse those costs, and such repairs may void this warranty.
- Emergency exception. The Homeowner may take reasonable immediate action to prevent ongoing damage (such as tarping a leak), but must notify PrimeGuard within seventy-two (72) hours and any reimbursement is limited to documented emergency mitigation costs only.

7. Conditions That Void This Warranty

- The final invoice has not been paid in full.
- Any person other than PrimeGuard, or a contractor authorized by PrimeGuard in writing, performs work on, modifies, or repairs the work covered by this warranty.
- The Homeowner refuses reasonable access to the Property for inspection or repair.
- The Homeowner fails to perform manufacturer-recommended routine maintenance.
- Damage is caused by Homeowner negligence, misuse, or modification.

8. Limitations and Disclaimers

THIS LIMITED WORKMANSHIP WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY PRIMEGUARD EXTERIORS LLC FOR THE INSTALLATION SERVICES PROVIDED. TO THE FULLEST EXTENT PERMITTED BY WASHINGTON STATE LAW, PRIMEGUARD DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER WASHINGTON LAW.

IN NO EVENT SHALL PRIMEGUARD'S TOTAL LIABILITY UNDER THIS WARRANTY EXCEED THE TOTAL CONTRACT PRICE PAID BY THE HOMEOWNER TO PRIMEGUARD FOR THE WORK COVERED BY THIS WARRANTY. THIS CAP APPLIES TO ALL CLAIMS, COMBINED, ARISING FROM OR RELATED TO THE WORK, INCLUDING REPAIR COSTS, REPLACEMENT COSTS, AND ANY OTHER DAMAGES OF ANY KIND.

This warranty gives you specific legal rights, and you may also have other rights that vary by jurisdiction. Nothing in this warranty limits any rights you have under Washington State consumer protection laws, including

Washington's Consumer Protection Act (RCW 19.86) and the Washington contractor registration laws (RCW 18.27).

9. Dispute Resolution

If a dispute arises under this warranty that we cannot resolve directly, the parties agree to first attempt resolution through good-faith negotiation, then mediation in Pierce County, Washington before resorting to litigation. This warranty shall be governed by Washington State law. Venue for any legal action shall be in Pierce County, Washington.

10. Entire Warranty

This document is the complete and exclusive workmanship warranty between PrimeGuard Exteriors LLC and the Homeowner for the work described above. The specific warranty terms applicable to your project are determined by your signed contract. Any modification to this warranty must be in writing and signed by both an authorized representative of PrimeGuard and the Homeowner.

Acknowledgement

By signing below, the Homeowner acknowledges receipt of this Limited Workmanship Warranty and confirms understanding of its terms, scope, and limitations.

Homeowner

X _____
Signature

Printed Name

Date: _____

PrimeGuard Exteriors LLC

X _____
Signature

Printed Name & Title

Date: _____