DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Housing - Federal Housing Commissioner

Series and Series Number:

MATERIALS RELEASE NO: 1316d

(Supersedes issue dated May 5, 2015)

TO: DIRECTORS, SINGLE FAMILY HOCS DIRECTORS, MULTIFAMILY HUBS

ISSUE DATE

June 12, 2018

REVIEW DATE

June 12, 2021

SUBJECT: 1. Product Cultured Stone, Pro Stone, Modulo Stone

2. Name and address of Manufacturer

Boral Stone Products, LLC 2256 Centennial Road Toledo, OH 43617

Data on the nonstandard product described herein have been reviewed by the Department of Housing and Urban Development (HUD) and determination has been made that it is considered suitable from a technical standpoint for the use indicated herein. This Release does not purport to establish a comparative quality or value rating for this product as compared to standard products normally used in the same manner.

This Materials Release cannot be used as an indication of endorsement or approval by HUD of the described product, and any statement or representation, however made, indicating such approval or endorsement by HUD is unauthorized. See Code 18, U.S.C. 709.

Any reproduction of this Release must be in its entirety.

USE: Exterior and Interior Wall Veneer

DESCRIPTION:

This Materials Release (MR) describes manufactured stone products listed by the following product names: Cultured Stone®, Pro Stone®, Cultured Brick®, and Pro-Fit®. These products are a mix of Portland cement, light-weight aggregates and mineral oxide colors placed in individual flexible molds. After initial set, units are removed from molds, packaged and cured. Stone veneer units are random in size and shape, with textures and finishes to duplicate natural stone or brick. The units have a variable thickness of ½" to 3½ ", and face dimensions of 1" to 28". Corner units, with right angles, have a return length of 2½" to 13".

MATERIALS:

Cured Weight of Manufactured Units: 3.6-15 psf.

Average oven dry weight: 74.9 lb./ft³ Average air dry density: 78.4 lb./ft³

Compressive Strength: 1800 psi. minimum (ASTM C-39)

Shear Bond Strength: 50 psi. minimum

Thermal Resistance: R= .355 for a 1" layer (ASTM C-177)

LIMITATIONS:

Boral Stone Products Cultured Stone, ProStone, veneer products are limited to two-story construction, or wall heights not to exceed 30'.

APPLICATIONS:

The application shall be in compliance with Boral Stone Products Cultured Stone installation instructions and this MR. Installation must be in accordance with ASTM C 1780-2014.

CERTIFICATION AND LABELING:

Cultured Stone, Pro Stone, carries a classification (label) with Underwriters Laboratories. This requires compliance to a UL procedures manual. Each plant is inspected/audited on a quarterly basis against this manual.

Additionally, Cultured Stone, Pro Stone, marks packaging with ICC ESR 1364. In order to obtain and maintain this report we must follow a quality control program. One fundamental component of this program is a quality control manual that meets the requirements of ICC Acceptance Criteria #10. ICC does not require 3rd party quality control but does reserve the right to inspect any plant at any time.

MANUFACTURING LOCATIONS:

Napa Facility: Chester Facility: 350 Tower Road 590 Ecology Line Plant Leader: Pete Koska Chester, SC 29706

Phone: 708-255-1727 Plant Leader: Rachael Elliott

Phone: 803-377-2995

MANUFACTURER'S WARRANTY:

Cultured Stone®

50-Year Limited Warranty on Cultured Stone® Products

Limitations on the transferability of this warranty are set forth herein

INTRODUCTION

Thank you for your recent purchase of Cultured Stone® manufactured stone veneer products ("Product(s)"). This express limited warranty ("Warranty") only covers Cultured Stone manufactured stone veneer Products manufactured by Boral Stone Products LLC ("Boral").

WHO IS COVERED AND FOR HOW LONG

Boral warrants its Products for fifty (50) years to the original purchaser (the "Purchaser") (based upon the date of retail purchase, date of substantial completion of the installation of professionally installed, or date of settlement of the purchase of a newly constructed building, whichever is applicable). This Warranty is personal to you and may not be transferred to any subsequent purchaser of your home or building.

WHAT BORAL WARRANTS

Boral, subject to the conditions and limitations listed herein, warrants its Products to be manufactured in compliance with the International Code Council Acceptance Criteria 61 (*ICC AC 61) for Precast Stone Veneer; however, Products that are accessories and Products that are not wall veneer shall not meet the weight, density and dimension parameters of ICC AC 51.

WHAT IS NOT COVERED

We do not cover damage to the Product due to any cause not expressly covered herein. This Warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this Warranty include:

- Improper application, use of accessories which do not properly receive and/or secure our Products, or installation not in strict adherence to the applicable installation instructions or installation not in accordance with local building gode requirements:
- 2. Damage resulting from accident, misuse, neglect, casually, fire, vandalism, plant growth, impact of toreign objects, salt or de-loing chemicals, excessive exposure to water due to things such as standing water, water backups, improper flashing, leaks, seepage or irrigation systems, failure of or damage to the wall substrate on which the Product was applied caused by movement, distortion, cracking, or settling of such wall or the foundation of the building, surface discoloration due to pirborne stains, pollutants, algae, fungi, lichens or cyanobacteria, exposure to harmful chemicals, external heat sources (including, but not limited to, a barbecue grill, fire, or reflection from windows and doors), acts of God, or other such occurrences beyond the control of Boral:
- Product or material that has been painted, varnished, sealed with nonbreathable sealer, or similarly coated over the manufacturer's original finish; and

 The use of sandblasting, power washing, silicone treatments, or any other form of chemical wash.

Products shall not be in breach of this Warranty if they contain or exhibit (i) minor chipping, as defined under ASTM C1364, Section 8.2; or (ii) minor cracks, defined under ASTM C 90-05, Section 7.2.1, incidental to the usual methods or materials of manufacture or minor chipping resulting from customary methods of handling in shipment and delivery which do not affect the proper placement of the unit or significantly impair the strength or permanence of the construction.

Products are not warranted against discoloration caused by air pollution, exposure to harmful chemicals, or "normal weathering" resulting from exposure to the elements. "Normal weathering" is defined as the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to oxidize, fade, or become solided or stained over time.

Boral strives to accurately reproduce the colors of its masonry stone veneer Products in its marketing literature and sample boards. The Product colors that you see are as accurate as technology allows. Boral makes no warranty with respect to any real or perceived color differences between those depicted in its marketing literature and sample boards and those of the actual Products that will be installed on or within the home or building. Boral recommends that you look at actual Product samples before making a color selection for your home or building.

WHAT IS YOUR REMEDY

If the Products are not in conformance with our Warranty, Boral will, in its sole discretion, either (i) repair or replace the nonconforming Products at no charge to you, or (ii) refund the price paid for the Products. Labor costs for removal or installation are not covered. Any Products repaired or replaced hereunder will continue to be covered under the terms of this Warranty for the remainder of the original warranty period.

SUBMITTING A WARRANTY CLAIM

To obtain performance under this Warranty, the Purchaser(s) shall notify Boral of the claim promptly following its discovery, and shall submit with such notification proof of date of purchase and/or installation, and proof of property ownership, in order to provide Boral an opportunity to investigate the claim and examine the material claimed to be defective. All notifications shall be provided to Boral at Boral Stone Products Warranty Department, 200 Mansell Court East, Suite 305, Roswell, Georgia 30076 or call 1-800-255-1727. Shortly after we receive your communication, we will contact you regarding your claim. To fully evaluate your claim, we may ask you to provide pictures of your Products or samples for us to test. If you have any questions, do not hesitate to write us at the address above or call 1-800-255-1727.

REPLACEMENT AND PRODUCT VARIATIONS

As a result of our ongoing efforts to improve and enhance our product line, we reserve the right to discontinue or modify our Products, including their colors, without notice to the Purchaser(s) and shall not be liable to the Purchaser(s) as a result of such discontinuance or modification. We are not liable to you if you make a warranty claim in the future and any replacement Products you receive vary in color or finish because of normal weathering or changes in our product line. You should understand that if we replace any Products under this Warranty, we reserve the right to provide you with substitute Products that are comparable only in quality and price to your original Products.

LIMITATIONS

EXCEPT AS SET FORTH ABOVE, BORAL MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT SOLD. ORAL STATEMENTS CONCERNING THE PRODUCT(S) COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN BORAL'S GENERAL ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND PURCHASER ACKNOWLEDGES THAT IT HAS NO RIGHT TO RELY UPON SAME. BORAL, WHETHER AS A MANUFACTURER OR CARRIER, SHALL NOT BE LIABLE FOR ANY COMMERCIAL LOSSES SPECIAL INCIDENTAL CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH ANY SALE OF PRODUCT. BORAL'S LIABILITY FOR DAMAGES OF ANY KIND SHALL. IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER, LOT OR SHIPMENT (OR THE ORIGINAL PURCHASE PRICE OF THAT PORTION THEREOF WHICH IS NOT REPAIRED OR REPLACED) WITH RESPECT TO WHICH A CLAIM IS ASSERTED. IN PARTICULAR ROBAL SHALL NOT BELIABLE FOR LOSS OF SALES. REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

LEGAL RIGHTS

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which 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 any fines, penalties or any liability.

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MANUFACTURER'S RESPONSIBILITIES:

Issuance of this MR commits the manufacturer to fulfill, as a minimum, the following:

- 1. Produce, label and certify the material, product or system in strict accordance with the terms of this MR.
- 2. Provide necessary corrective action in a timely manner for all cases of justified complaint, poor performance or failure reported by HUD.
- 3. When requested, provide the Office of Manufactured Housing Programs, HUD Headquarters, with a representative list of properties, in which the material, product or system has been used, including complete addresses or descriptions of locations and dates of installation.
- 4. Inform HUD in advance of changes in production facilities, methods, design of the product, company name, ownership or mailing address.

EVALUATION:

This MR shall be valid for a period of three years from the date of initial issuance or most recent renewal or revision, whichever is later. The holder of this MR shall apply for a renewal or revision 90 days prior to the Review Date printed on this MR. Submittals for renewal or revision shall be sent to:

U. S. Department of Housing and Urban Development Office of Manufactured Housing Programs 451 7th Street, SW, Room 9170 Washington, DC 20410-8000

Appropriate User Fee(s) for the TSP program can be submitted through the Pay.gov website at https://pay.gov/public/form/start/73881741.

The holder of this MR may apply for revision at any time prior to the Review Date. Minor revisions may be in the form of a supplement to the MR.

If the Department determines that a proposed renewal or supplement constitutes a revision, the appropriate User Fee for a revision will need to be submitted in accordance with Code of Federal Regulations 24 CFR 200.934, "User Fee System for the Technical Suitability of Products Program," and current User Fee Schedule.

CANCELLATION:

Failure to apply for a renewal or revision shall constitute a basis for cancellation of the MR. HUD will notify the manufacturer that the MR may be canceled when:

- conditions under which the document was issued have changed so as to affect production of, or to compromise the integrity of the accepted material, product, or system,
- 2. the manufacturer has changed its organizational form without notifying HUD, or
- 3. the manufacturer has not complied with responsibilities it assumed as a condition of HUD's acceptance.

However, before cancellation, HUD will give the manufacturer a written notice of the specific reasons for cancellation, and the opportunity to present views on why the MR should not be canceled. No refund of fees will be made on a canceled document.

This Materials Release is issued solely for the captioned firm and is not transferable to any person or successor entity.
