

Woodbrid® Residential Warranty

- **25-Year Limited Residential Warranty -- Woodbrid® LLC Limited Residential Warranty for First Edition Decking and Siding® Products, p. 1**

Woodbrid® LLC Limited Residential Warranty for First Edition Decking and Siding® Products

Warranty Conditions and Term: This limited warranty is given to (a) the original purchaser (the "Original Purchaser") of the Decking (defined below) directly from Woodbrid, and, (b) if the Original Purchaser is not the owner of the Residential Property (Residential Property shall refer to a single-family residential home) upon which the Decking or Siding is installed, to the owner of the Residential Property at the time of installation (the "Original Owner") (the Original Purchaser and the Original Owner of the Decking or Siding subject to this limited warranty are referred to as the "Warranty Holder"). Woodbrid® LLC ("Woodbrid®") warrants that its First Edition® Decking and Siding, (the "Decking" and the "Siding"), during the applicable warranty periods set forth in subsections 1) through 4) below (each, a "Warranty Period"), will comply with the following: 1. The Decking and Siding shall be free of defects in manufacturing, materials, and workmanship ("Manufacturing Defects") under normal use for a period beginning on the date of purchase by the Original Purchaser (the "Purchase Date") and ending on the earlier of (a) one year from the Purchase Date, and (b) the date on which the Decking is installed (the "Installation Date"); 2. Under normal traffic and usage conditions, the Decking and Siding's color will not fade from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE). While the Decking and the Siding are designed to resist fading, no material is fade proof when subjected to years of exposure to ultraviolet rays and the elements; 3. Also under normal traffic and usage conditions, the Decking and the Siding will not warp, split, splinter, rot, or suffer structural damage from termites or fungal decay for a period beginning on the Purchase Date and ending on the earlier of (a) **25 years from the Purchase Date**, and (b) the date on which the Residential Property upon which the Decking or Siding is installed is sold by the Original Owner. 4. The Decking and the Siding shall resist permanent staining from spills of food and beverage items including mustard, ketchup, barbecue sauce, canola oil, tea, coffee, wine, fruit punch and sodas as long as the substances are removed from the Decking and the Siding in accordance with Woodbrid®'s Maintenance Guide (defined below) within 72 hours of the substance coming in contact with the Decking and the Siding and are not rubbed into the Decking and the Siding, and the spill has not also contacted another material causing a chemical reaction, for a period beginning on the Purchase Date and ending on the earlier of (a) **25 years from the Purchase Date**, and (b) the date on which the Residential Property upon which the Decking or the Siding is installed is sold by the Original Owner. Woodbrid® does not warrant that the Decking and the Siding will be stain proof. If a valid warranty claim hereunder is received during the first 10 years after the Installation Date, Woodbrid® will, at its option, supply a replacement of similar grade for the affected Decking and the Siding or refund the cost of the affected Decking and the Siding. If a valid warranty claim hereunder is received during years 11 through 25 after the Installation Date, then Woodbrid® will refund the following percentage of the cost of the affected Decking or Siding used for the original installation: If claim is received after the installation date % refund of cost of affected decking used for original installation 11-13 75%, 14-16 60%, 17-19 40%, 20-22 20%, 23-25 10%. This limited warranty does not cover Decking or Siding donated, purchased on clearance or at auction. In the event that Woodbrid® supplies replacement Decking or Siding, the Warranty Period for the replacement Decking or Siding will not be extended beyond the original Warranty Period set forth in subsections 1) through 4) above. **Warranty Scope:** This limited warranty is not transferable by the Warranty Holder to any other party, including but not limited to a subsequent purchaser of the Residential Property upon which the

Decking or Siding is installed. Labor costs, including any expenses associated with installation and removal of defective Decking or Siding, are not covered by this limited warranty. To the extent permitted by law, these are the sole and exclusive remedies of the Warranty Holder in the event of a Manufacturing Defect or other warranty claim. How to Obtain Warranty Service: The Warranty Holder must inspect the Decking and Siding for Manufacturing Defects and report any such defects to Woodbrid®, prior to installation of the Decking and Siding. To obtain warranty service, the Warranty Holder must contact Woodbrid®'s Customer Service Department at (915) 533-8767. 2. Warranty claims must be received within 30 calendar days after the Warranty Holder identifies the Manufacturing Defect or other basis for a warranty claim. To be covered under this Woodbrid® limited warranty, the Warranty Holder must provide documentation of a sales order and proof that the Decking or Siding was properly installed in accordance with the Installation Guide (defined below). It is a condition of this limited warranty that Woodbrid® will, at its request, be permitted to inspect the Decking and Siding to verify the Warranty Holder's warranty claims within a reasonable period after its receipt of the Warranty Holder's warranty claim. Alternatively, Woodbrid® may retain a certified and independent inspector ("Inspector") to verify the Warranty Holder's warranty claims and/or may require that a sample of the defective materials be sent to a third-party laboratory for testing ("Testing"). Notwithstanding the foregoing, the determination of the Inspector or Testing regarding the warranty claim is not binding on either Woodbrid® or on the Warranty Holder. This limited warranty covers Decking and Siding that are both (i) installed with strict adherence to Woodbrid®'s installation guide found online (the "Installation Guide") and (ii) maintained in accordance with Woodbrid®'s care and maintenance guidelines found online First Edition Care-and-Maintenance (the "Maintenance Guide"). Woodbrid® will provide copies of these guides upon request by the Warranty Holder. This limited warranty only applies when the Decking and/or Siding are used under normal traffic and other usage conditions. The limited warranty for Manufacturing Defects does not apply after the Warranty Holder has installed the Decking or Siding. This limited warranty does not extend to or cover: (a) any damage, warping, splits, cracks, chipping, or any other defect to the Decking or Siding caused by accidents, negligence, alterations, misuse, abuse, improper storage, or improper installation including, but not limited to, improper gapping; (b) Decking and Siding damage caused by any act of God (such as flooding, hurricanes, earthquakes, lightning, etc.), or any environmental condition (such as air pollution, mold, mildew, etc.); (c) Decking and Siding damage caused by movement, distortion, collapse or settling of the ground or supporting structure on which the Decking and Siding are installed; (d) Decking and Siding damage caused by using the Decking and Siding beyond normal use, or in an application not recommended by Woodbrid®'s Installation and Maintenance Guides or local building codes; (e) staining or discoloration due to spills of food or beverages not removed in accordance with Woodbrid®'s Maintenance Guide within 72 hours of contact with the Decking or Siding, that have been rubbed into the Decking or Siding by interactions with another item, such as metal furniture, or due to contact by the spill with another material causing a chemical reaction; (f) staining or damage caused by abrasive compounds of acidic and basic pH, mold/mildew, tobacco smoking (including cigarette burns, cigarette ash, cigar burns, and cigar ash), non-food and non-beverage substances including, but not limited to, biocides, fungicides, insect repellent/insecticides, plant foods or bactericides, motor oil, paints or stains, solvents, dirt, grease, oil, metallic rust, suntan/sunscreen lotion, or other abnormal residential deck or siding use items; (g) normal weathering due to exposure to sunlight, weather, and atmosphere which can cause the colored surface of the Decking or Siding to, among other things, flake, chalk, or accumulate dirt or stains; (h) ordinary wear and tear; (i) Decking or Siding damage caused by using fasteners other than those required in the Installation Guide; (j) Decking and Siding damage, warping or fading due to exposure to extreme heat sources including, but not limited to, fire or reflected sunlight from low-emissivity (Low-E) glass, (k) defects that cannot be seen from a standing position; (l) variations or changes in color. This limited warranty also excludes color variation between orders, individual planks and/or samples. It is the

installer's job to document the Installation Date. THIS IS THE COMPLETE WARRANTY AND IT IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF EVERY KIND, WHETHER CONTRACTUAL OR STATUTORY, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. This warranty applies in the United States of America and Canada, however, some states do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Limitation of Damages: IN NO EVENT SHALL WOODBRID® BE LIABLE UNDER THIS WARRANTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF WOODBRID® HAS BEEN INFORMED, OR SHOULD BE AWARE, OF THEIR LIKELIHOOD, OR FOR ANY OBLIGATIONS OR DAMAGES OTHER THAN THE SPECIFIC WARRANTY SERVICE OBLIGATIONS EXPRESSLY SET OUT ABOVE. This warranty applies in the United States of America and Canada, however, some states do not allow the exclusion or limitation of 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.

Note: For the most up-to-date warranty information, please visit www.woodbrid.com.

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