

# Prorated 20-Year Ltd. Warranty

This warranty covers Arbor Wood Co. wood products which are thermally modified wood products for decking, siding, trim, & millwork.

1. Warranty Coverage - Limited 20-year warranty. This Arbor Wood Co. warranty is made to the original purchaser of the Product(s) (the "Purchaser"); the original owner of the structure on which the Product(s) are installed; and to the next owner of that structure (together "Owner"). Arbor Wood Co. express warranties may not be assigned to any subsequent owners of the structure. Arbor Wood Co. warrants that the Product(s) will remain free from:

- a) fungal degradation;
- b) buckling;
- c) structural failure; and
- d) separating, rupturing for a period of 20 years from

the date the installation is completed.

When the Product(s) have been stored, handled, applied, finished and maintained in accordance with Arbor Wood Co.'s installation, application, finishing and maintenance instructions in effect at the time of application. Color is not warranted. These warranties apply only to above-ground installations made in accordance with the instructions.

Arbor Wood Co. Product(s) are warranted subject to the above. Arbor Wood Co. Product(s) herein warranted are warranted against buckling when installed to handle and maintain in accordance with applicable Arbor Wood Co. Application. Instructions. Buckling is defined as 1/4 in. out of plane covering a distance no greater than 16 in. between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling. Arbor Wood Co. application Instructions must be followed.

2. Remedies for Breach of this Prorated 20-Year Limited Warranty. THIS SECTION PROVIDES THE SOLE AND

EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER. In the event of a breach of this Limited Express Warranty (or of any implied warranty not otherwise disclaimed herein), Arbor Wood Co. will:

a) during the first 3 years from the date of installation, pay 100% of an amount equal to the cost of similar wood replacement product (no labor or other changes shall be paid) or replace the product with a like-kind replacement from Arbor Wood Co.

b) during the 4th through the 20th years from the date of installation, pay an amount equal to the cost of similar wood based replacement product (no labor or other charges shall be paid) or replace the Product(s) (less an annual pro rata reduction of 6.66% per year) such that after the 20th year the amount of liability under this warranty will be zero.

Any dispute concerning the applicability of the warranty or whether the Product(s) met the manufacturer's standards in accordance with Section 1 shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding and non-appealable. The arbitration will occur at Duluth, Minnesota.

### 3. Exclusion of Other Remedies

IN NO EVENT WILL ARBOR WOOD CO. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S) SUPPLIED, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS. The exclusion or limitation of incidental or consequential damages shall not apply in states which do not allow such exclusion.

### 4. Exclusion of All Other Warranties, Express or Implied

a) THIS LIMITED EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF



DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS, AND CANNOT BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

The exclusion or limitation of incidental or consequential damages shall not apply in states which do not allow such exclusion. WARRANTY

b) NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF ARBOR WOOD CO. WITH RESPECT TO THE PRODUCT(S).

#### 5. Certain Damages Excluded from Warranty Coverage.

This Limited Express Warranty does not cover or provide a remedy for damage that results from:

a) misuse or improper storage, handling, application

6. Governing Law All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the State of Minnesota without reference to its choice-of-law rules.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For further information, please call Customer Support at 855.414.2727 finishing or maintenance; alterations to the structure or write to: [hello@arborwoodco.com](mailto:hello@arborwoodco.com) after the original application of the Product(s); acts of God, such as hurricane, tornado, hail, earthquake, flood or other similar cause beyond the control of Arbor Wood Co.; design, application or construction of the wall system on which the Product(s) are applied; transport, storage or handling of the Product(s) prior to application;

a) Product(s) that are not applied, finished and maintained in strict accordance with Arbor Wood Co.'s instructions in effect at the time of original application;

b) swelling and/or edge checking. Such swelling and/or checking normally occurs in all wood products as they expand and contract in response to changes in climactic

conditions;

c) termite damage which does not affect the structural integrity of the Product(s); or

d) design, application or construction of the structure on which the Product(s) are installed including but not limited to any damage or condition arising from the use of foam sheathing.

#### 7. Responsibility of Purchaser or Owner

COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) IS A CONDITION TO ARBOR WOOD CO.'S OBLIGATIONS UNDER THIS WARRANTY AND THE FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER AND PURCHASER MAY HAVE AGAINST ARBOR WOOD CO.:

a) Any Purchaser or Owner seeking remedies under this warranty must notify Arbor Wood Co., at the number listed below, within 90 days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repair. This notice should include the date on which application of the Product(s) was completed. It is the Owner's responsibility to establish the date of installation.

b) Arbor Wood Co. must be given a 90-day opportunity to inspect the Product(s). Upon reasonable notice, the Purchaser or Owner must allow Arbor Wood Co.'s agents to enter the property and structure on which the Product(s) are applied to inspect such Product(s).

