

LIFESPAN[®] SOLID SELECT Treated Wood Trim Components

Limited Lifetime Warranty

1. Limited Warranty.

- a. Subject to the definitions, terms and conditions set forth below in this Limited Warranty, Fletcher Wood Solutions, dba Taupo Wood Solutions (“Warrantor”) warrants to each Qualified Owner¹ that each Lifespan Solid Select treated wood Component² will, when Properly Installed³ in or on a Qualifying Structure⁴, remain free of Damage⁵ resulting from fungal decay or insect attack during the lifetime of such Qualified Owner provided that such Component and such Qualifying Structure are Properly Maintained⁶ continuously following the Date of Installation⁷.

¹ “Qualified Owner” means with respect to a Component, each natural person that takes title to the Qualified Structure in which such Component is Properly Installed prior to the first anniversary of the Date of Installation.

² “Component” means any LIFESPAN[®] SOLID SELECT brand pre-primed exterior fascia, trim boards, mouldings, door and window frames and trim, sill substrate, siding and column wraps.

³ “Properly Installed” means, with respect to a Component, that such Component has been installed in or on a Qualifying Structure, (a) in accordance with all applicable building codes, (b) more than six (6) inches off the ground, (c) in a manner causing such Component to shed water rapidly, (d) with any areas of wood exposed by breaching the factory applied primer coating as a result of crosscutting, rip-sawing, grooving, profiling or planing (limited to less than 10% of the surface area) and any other such physical alteration, sealed with one coat of an acrylic or oil-alkyd premium exterior grade wood primer within 60 days of Date of Installation and prior to application of the Topcoat, and (e) with a Topcoat being properly applied to the entire exposed surface of the Component (including all cut surfaces, notches, and bored holes), within one year following installation in such location, in accordance with all specifications and recommendations of the paint manufacturer and in a manner that does not invalidate or limit any warranty with respect to the performance of such Topcoat given by such manufacturer..

⁴ “Qualifying Structure” means a building that is constructed within the continental United States or Canada in accordance with all applicable building codes (and inspected and certified as to such compliance by a local building code official).

⁵ “Damage” means damage to a Component which renders such Component incapable of providing a suitable substrate for priming and painting to provide a weather resistant exterior wall coverage for the Qualifying Structure to meet the requirements and intent of the Building Code for the Qualifying Structure.

⁶ “Properly Maintained” means, with respect to a Component, that it is maintained in service continuously in accordance with standard building recommendations and practices and without any breach of the primer and Topcoat applied to such Component permitting moisture to come in contact with the wood substrate.

⁷ “Date of Installation” with respect to a Component means the date on which such Component is Properly Installed.

⁸ "Topcoat" means a 100% acrylic paint that is designed for the location (exterior/interior) where the Component is installed and that is covered by a warranty from the manufacturer of such paint of not less than fifteen (15) years.

b. This Limited Warranty DOES NOT apply to or cover:

- i. If any Component is altered by crosscutting, rip-sawing, grooving, re-profiling, or planing it must have the new surfaces re-primed with one coat of acrylic or oil-alkyd premium exterior grade primer, or this Limited Warranty will be void. Any re-profiling or planing must be to less than 10% of the surface area of any particular Component.
- ii. Damage to any Component that has not been continuously protected from moisture on all surfaces by a Topcoat applied within one year of Date of Installation, in each case applied in accordance with the respective manufacturer's recommendations and specifications;
- iii. Damage to any Component that has experienced expansion due to absorption of moisture into any part of the wood substrate;
- iv. Damage to any Component that has not been continuously Properly Installed in a Qualifying Structure;
- v. Damage to any Component installed in any structure that has not been Properly Maintained continuously from and after the Date of Installation of such Component;
- vi. Damage covered by any termite bond relating to the Qualifying Structure or any portion thereof or any warranty given by a pest control operator or pre-treatment manufacturer with respect to the Qualifying Structure or any portion thereof (coverage under such bond or warranty must be sought prior to submitting a claim under this Limited Warranty);
- vii. Any Component that has been misused or subject to improper handling, storage, installation, or maintenance, it being expressly understood and agreed that any storage of a Component in an uncovered location prior to installation is improper;
- viii. Damage resulting from any improper or incorrectly performed alteration to the Qualifying Structure made after the original installation of the Component and/or failure of such alteration to meet or exceed all requirements hereunder as applicable to original construction;
- ix. Damage resulting from any acts of God such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena;
- x. Any defect in or failure to perform of the Topcoat; or
- xi. Any cost associated with removal of damaged Components or transport, handling, delivery or installation of the replacement Component(s);

2. Exclusion of Warranties

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY WARRANTOR WITH RESPECT TO COMPONENTS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED

WARRANTIES. WARRANTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE CONSUMER LAW. NOTHING IN THIS LIMITED WARRANTY IS INTENDED TO CREATE ANY IMPLIED WARRANTIES, EXTEND SAME BEYOND THEIR CUSTOMARY DURATION, OR MAKE WARRANTOR LIABLE FOR ANY IMPLIED WARRANTIES THAT IT WOULD NOT BE LIABLE FOR IF THIS LIMITED WARRANTY HAD NOT BEEN GIVEN.

3. Remedies, Exclusions of Remedies, and Limitation of Liability

With respect to any Component that fails to conform to the warranties set forth herein, the Qualified Owner's sole and exclusive remedy and Warrantor's sole and exclusive liability will be for remediation or replacement, at Warrantor's option, of such nonconforming Component, and under no circumstances will Warrantor be liable for construction, repair, or other costs related to replacement of any nonconforming Component.

In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any defect in any Component, including but not limited to personal injury, damage to property or lost profits. **Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.**

4. Claims

Any claim that a Component has failed to conform to this Limited Warranty must be submitted to Warrantor in writing within thirty (30) days after discovery of such failure, and before beginning any permanent repairs. The person submitting any such claim assumes responsibility for a reasonable service and travel charge as billed by Warrantor if inspection of the structure does not reveal that any Component fails to conform to this Limited Warranty. It is the Qualified Owner's responsibility to establish proof of purchase and identification of the Components. The claim must be mailed to Fletcher Wood Solutions® dba Taupo Wood Solutions, PO Box 3289, Catonsville MD 21228.

The Qualified Owner should retain any records relevant to the foregoing including: building permits, purchase invoices and receipts, details of supplier, quantity purchased and any Component labels or end tags that will validate the claim. Upon reasonable notice, the Qualified Owner must allow Warrantor's agents to enter the property and building on which the Component(s) is installed to inspect such Component(s).

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

For further information, contact:

Fletcher Wood Solutions®
dba Taupo Wood Solutions
Taupo Wood Solutions
PO Box 3289
Catonsville MD 21228

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