

# 30-YEAR LIMITED WARRANTY

## ColorSelect™ by Woodtone

Effective: July 2019

### 1. LIMITED WARRANTY COVERAGE:

W.I. Woodtone Industries Inc. ("Woodtone") warrants (for installation within the U.S. and Canada) the coating performance of the ColorSelect Coating applied by Woodtone for a Warranty Period of thirty (30) years from the date of coating application, or for as long as the original owner owns the building on which it was originally installed, whichever is shorter. Original owner includes the builder, developer and first purchaser of the building. For the period of this warranty, Woodtone will cover:

- i. Flaking of the coating system at a rate of less than or equal to No. 4, as measured in accordance with ASTM D772-86 (2005)
- ii. Change in Color; (a) a change in color of the Coating in excess of 5ΔE units during the ten (10) year period commencing on the Completion Date; and
  - a. (b) a change in color of the Coating in excess of 7ΔE units during years eleven (11) through fifteen (15) of the period commencing on the Completion Date;
- iii. Loss of adhesion of the coating system from the suitable substrate at a rating of less than or equal to 2A, as measured in accordance with ASTM D3359-09e2, Method A.

### 2. SCOPE OF WARRANTY:

This Limited Warranty is subject to all of the conditions set forth in Paragraph 3 of this Limited Warranty. This Limited Warranty shall not apply to any Covered Warranty Claim that is the result of any negligence by The customer and/or its employees, agents, vendors, suppliers, customers or guests. Furthermore, this Limited Warranty shall not apply to any claims by the owner of the Suitable Substrate and/or the Project including, but not limited to, any claims for loss of use, or any claims for special, indirect, or consequential damages.

(a) This Limited Warranty shall not apply to any claims by the owner of the Suitable Substrate including, but not limited to, any claims for loss of use, or any claims for special, indirect, or consequential damages. (b) Reimbursement For Covered Warranty Claim. Subject to the terms and conditions of this Limited Warranty, Woodtone agrees to warrant the Coating System against paint-related problems in accordance with this Paragraph 2(b). If the paint-related problem is authorized as a Covered Warranty Claim for which Woodtone assumes responsibility pursuant to the terms of this Limited Warranty, Woodtone shall reimburse The customer as follows. i. Paint. Woodtone will determine the amount of paint that is necessary to repair the Covered Warranty Claim. Woodtone will provide such paint to The customer depending upon when such Covered Warranty Claim occurred during the Warranty Period. The method for determining such amount is set forth in Paragraph 2(c). Woodtone will provide such paint to The customer at no cost. ii. Labor Costs. Woodtone will determine the amount of the labor cost that will be incurred to repair the Covered Warranty Claim up to a maximum of one dollar and twenty-five cents (\$1.25) per square foot. The labor cost will be calculated by multiplying: (1) the hourly labor rate in effect at the time the Covered Warranty Claim is repaired; and (2) the number of hours needed to make such a repair; as determined by Woodtone in its sole, but reasonable, discretion. Woodtone will issue a credit to The customer for labor costs depending upon when such Covered Warranty Claim occurred during the Warranty Period. The method for determining such amount is set forth in Paragraph 2(c). (c) Method for Determining Amount of Paint and Labor Costs. If Covered Warranty Claim Amount of Reimbursement occurs during the Warranty:

Period:	Paint:	Labor:
▪ Years 1-7 after Completion Date	100%	100%
▪ Year 8 after Completion Date	100%	85%
▪ Year 9 after Completion Date	100%	75%
▪ Year 10 after Completion Date	100%	65%
▪ Year 11 after Completion Date	100%	55%

▪ Year 12 after Completion Date	100%	45%
▪ Year 13 after Completion Date	100%	35%
▪ Year 14 after Completion Date	100%	25%
▪ Year 15 after Completion Date	100%	15%
▪ Years 16-30 after Completion Date	100%	0%

Cost of replacement siding material or other substrate is not included in this warranty.

## 2. CONDITIONS OF WARRANTY:

Woodtone's liability hereunder to the covered person shall be subject to the following terms and conditions: (a) The claimant must provide proof that he/she is a covered person. (b) The Product must be stored according to the manufacturer's instructions at all times between purchase and installation. Product must also follow the Care and Maintenance guidelines as set forth by Woodtone. (b1) ColorSelect materials to be installed within 30 days of materials being received on the jobsite, maintaining proper storage policies. (c) ColorSelect coating may be applied to a variety of substrates by different manufacturers; therefore, failing to follow the most current installation instructions of the particular siding manufacturer will void the warranty. This includes all installation instructions including but not limited to: handling, storage, end-cut sealing, spacing, flashing, nailing, caulking, backing, sheathing, building wrap, and preparation. (d) The covered person must provide written notice to Woodtone within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Woodtone to investigate the claim. Photos of the Product, showing the defect or failure are not only helpful, but also must accompany the notice, when appropriate. (e) Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Woodtone or Woodtone's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

## 3. EXCLUSIONS

Covered Warranty Claim does not include any other type of paint related problem, defect or damage including but not limited to any damage or defect caused by: (a) improper fabrication of the substrate and/or improper design, construction or structural defects or imperfection in any substrate; (b) inadequate or improper priming or handling of the substrate; (c) improper installation of the substrate; (d) structural settling or movement of the substrate; damage to substrate that causes paint film dislocation or rupture, or in any way changes the configuration or continuity of the substrate; (e) failure to properly maintain the coated substrate in accordance with reasonable and customary maintenance procedures; (f) improper drainage or run off; (g) standing or pooling water; (h) improper repair; (i) causes unrelated to the performance of the coating system under normal operating conditions; (j) abrasion, scratches, chipping or mechanical damage; (k) exposure to harmful solids and/or chemicals; (l) exposure to abnormal conditions including, without limitation, corrosive or aggressive atmospheres such as those contaminated with chemical fumes; (m) damage caused by any person or entity other than Woodtone; (n) extractive, knot bleeding, variations in grain and color, mineral streaks and pitch pockets; paint adhesion on knots; (o) the natural darkening of the wood or the finish; (p) The raw surface finish variation of a smooth substrate, once coated, may result in the appearance of sheen variation from board to board. (q) causes beyond the reasonable control of Woodtone including, but not limited to, damage or defects caused in whole or in part by reason of fire, explosion, flood, war, riots, civil commotion, radiation, act of God, unusual weather conditions (including, but not limited to, hail, hurricane, tornado and/or earthquake), falling objects, external forces, matters normally covered by force majeure, misuse, alteration, abuse, vandalism, negligence, or any other similar or dissimilar circumstance or event beyond the reasonable control of Woodtone; (r) Adhesives such as tapes and glues are strictly prohibited and damage from such will not be covered under warranty. **When ColorSelect coating is applied to substrates, this warranty does not cover damage or defects resulting from or in any way attributable to: (a) extractive or knot bleeding; (b) variations in grain and color, knots, mineral streaks and pitch pockets; paint adhesion on knots; (c) paint adhesion on knots; and (d) Efflorescence (a naturally occurring white, powdery deposit that can appear on cement based building materials, resulting from a process in which moisture**

draws salt crystals to the surface, evaporates and leaves a chalky substance behind.) Substrate manufacturer's warranty must be intact for coating warranty to remain valid.

#### **4. WARRANTY PERIOD APPLICABLE TO A REPAIR:**

The Warranty Period shall not be extended by the repair of any Covered Warranty Claim pursuant to this Limited Warranty. Any replacement paint furnished by Woodtone pursuant to this Limited Warranty shall be covered by the terms of this Limited Warranty for the remaining term of the original Warranty Period provided that such replacement paint is applied in accordance with Woodtone's specifications and instructions.

#### **5. DISCLAIMER:**

The statements in this Warranty constitute the only warranty extended by Woodtone for the Product. WOODTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, OR BY USAGE OF TRADE OR COURSE OF DEALING IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

#### **6. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:**

IN NO EVENT WILL WOODTONE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

#### **7. MODIFICATIONS AND ALTERATIONS OF PRODUCT:**

Woodtone shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

#### **8. SETTLEMENT OF CLAIM:**

Any refund or material replacement by Woodtone pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an

agreement.

#### **9. MODIFICATION OR DISCONTINUATION OF PRODUCTS:**

Woodtone reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.