

# 20-YEAR LIMITED WARRANTY

## RusticSeries™ 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 RusticSeries Coating applied by Woodtone for a period of twenty (20) 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:

- Durable Protection – In normal usage and weather conditions, the coating will not crack, peel, or flake. **THIS WARRANTY DOES NOT COVER FAILURE OF THE PRIMER APPLIED BY THE SIDING MANUFACTURER.**
- Non-Yellowing – The coating will not yellow in normal usage and weather conditions.
- Washable – Dirt removal will not damage the coating when using a mild detergent, soft sponge, and gentle hose rinse. **POWER OR PRESSURE WASHING WILL VOID THE WARRANTY.**
- Will not stain lower surfaces – Chalk washdown will not discolor surfaces below the siding.
- Resist Erosion – The coating will not erode to expose the substrate.
- Resist Fading – Color will not fade more than 10 Delta E units.

If Woodtone determines that the coating has failed to meet the terms of this warranty, Woodtone as its sole liability and in lieu of any direct, indirect, or consequential damages will supply sufficient replacement coating to cover the affected areas, or at Woodtone’s option, will credit or refund the purchase price of the defective coating at a pro-rated basis according to the following schedule: for years one through three – 100% of the cost of coating, for years four through ten the amount will decrease by 7.14% per year and for years eleven through twenty the amount will decrease by 4.54% per year. **Costs of labor for application of replacement products are specifically excluded from this warranty and are the owner’s responsibility. 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 always be stored according to the manufacturer’s instructions between purchase and installation. C. RusticSeries 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. This warranty excludes all horizontal installations such as decks, roofing or walking surfaces. 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:

This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (c) of this warranty) and/or improper installation of studs or other accessories; (b) Exposure to harmful chemicals, fumes, vapors, salt spray, air pollutants, or other

misuse or abuse; (c) neglect; (d) abuse; (e) misuse; (f) repair or alteration; (g) settlement or structural movement and/or movement of materials to which the Product is attached; (h) damage from incorrect design of the structure; (i) exceeding the maximum designed wind loads; (j) acts of God including, but not limited to, hurricanes, tornadoes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (k) performance of any paints and/or coatings which are not Woodtone and/or Woodtone affiliated applied; (l) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mold or mildew are expressly excluded; (m) lack of proper maintenance; (n) aggressive conditions of exposure or exposure in corrosive environments (merely by way of example, when located within 200 meters of chemical plants, refineries or industrial laundries); (o) excessive swelling of the wood due to extreme climate (extreme climate conditions include, but are not limited to: Product which is installed within 1000 meters (3250 feet) of either a salt water shoreline at lean tide or; (p) contamination, splashes or similar, due to the operations carried out on building sites; (q) any cause other than manufacturing defects attributable to Woodtone. **When RusticSeries 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. 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.

#### **5. 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.

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

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

#### **7. 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.

#### **8. 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.