

# **20-YEAR LIMITED WARRANTY**

## **AbsoluteTimber™ by Woodtone**

Effective: June 2023

W.I. Woodtone Industries Inc. (“Woodtone”) warrants its AbsoluteTimber™ products to be free of manufacturing defects for a period of twenty (20) years after purchase (referred to herein as the “Limited Warranty”), subject to the terms and conditions set out below. The Limited Warranty applies to the original purchaser of the AbsoluteTimber™ products and to the first owner (collectively “Owner”) of the building structure in which the AbsoluteTimber™ products have been installed.

### **1. LIMITED WARRANTY COVERAGE AND EXCLUSIONS:**

The Limited Warranty provides a warranty that AbsoluteTimber™ products are free from manufacturing defects only. The Limited Warranty shall NOT apply to and expressly EXCLUDES damage resulting from any of the following: a) improper handling, use, installation, or maintenance, contact with the ground or below ground level, is inconsistent with applicable building codes, and/or is not in accordance with accepted engineering and design standards; b) extractive or knot bleeding; variations in grain and color, knots, mineral streaks and pitch pockets; paint adhesion on knots; c) failure to properly stain and maintain AbsoluteTimber™ according to Woodtone’s Care and Maintenance Instructions; d) the natural characteristics of wood, including, but not limited to, warp, twist, splitting, checking, and rot; e) exposure to the elements changes due to natural “weathering,” such as color/hue variances and changes, acts of God, fire or natural disaster, accident, or abuse. Any damage resulting from any of the foregoing is NOT the responsibility or liability of Woodtone and is NOT covered by the Limited Warranty.

### **2. ADDITIONAL EXCLUSIONS:**

The Limited Warranty shall become immediately null and void in the following circumstances: a) AbsoluteTimber™ products are subjected at any time to any pressure treating process of any kind; b) AbsoluteTimber™ products are in any manner whatsoever altered, modified, improved, enhanced or otherwise reshaped, re-manufactured, reprocessed or reconfigured from their original characteristic, shape and form.

### **3. REMEDIES:**

The Limited Warranty provides for the replacement of AbsoluteTimber™ products free of charge, or a refund of the purchase price of the products, this will be at Woodtone’s sole decision ONLY and such replacement shall be the Owner’s sole and exclusive remedy.

### **4. EXCLUSION OF REMEDIES:**

There shall be no responsibility or liability on the part of Woodtone for costs in respect of the damaged AbsoluteTimber™ product relating to installation, removal, painting, or shipping. Under no circumstances will Woodtone be responsible or liable for any special, indirect, incidental, or consequential damages resulting from any damage to or defect in the AbsoluteTimber™ products purchased by the “Owner”, including, but not limited to, any loss or liability for personal injury, inconvenience, loss of use or for business profits, whether or not foreseeable.

### **5. OBLIGATIONS OF OWNER:**

Any Owner seeking entitlement to the Limited Warranty must give written notice to Woodtone of the damage to the AbsoluteTimber™ product within thirty (30) days of discovering same; PROVIDED, HOWEVER, such discovery shall not be nor be deemed to be conclusive evidence that the damage occurred within the preceding fifteen (20) year period. To receive entitlement to the Limited Warranty, proof of purchase must be established by the Owner at the time of claim as evidence that the AbsoluteTimber™ product was purchased by the Owner within the fifteen (20) year period immediately preceding the occurrence of the damage to the AbsoluteTimber™ product. The Owner may establish proof of purchase by keeping any records or receipts which prove when the AbsoluteTimber™ product was purchased such as purchase invoices and receipts, records of installation, building permit or record of home purchase.

## **6. WARRANTY PERIOD FOR REPLACEMENT PRODUCT**

The replacement of AbsoluteTimber™ products under the terms of this Limited Warranty shall serve to negate the original warranty period in respect of the original AbsoluteTimber™ products subject to replacement and create a new warranty period of fifteen (20) years commencing on the date on which the replacement AbsoluteTimber™ products are delivered to the Owners.

## **7. EXCLUSION OF IMPLIED WARRANTIES, ETC.**

THE LIMITED WARRANTY PROVIDED HEREIN IS THE ONLY WARRANTY THAT APPLIES TO ABSOLUTETIMBER™ PRODUCTS AND EXPRESSLY EXCLUDES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REPLACEMENT OF THE DAMAGED ABSOLUTETIMBER™ PRODUCTS IN THE MANNER AND UNDER THE TERMS AND CONDITIONS STATED ABOVE SHALL CONSTITUTE FULFILLMENT OF ALL OF WOODTONE'S OBLIGATIONS AND LIABILITIES TO ANY PERSON WITH RESPECT TO THE ABSOLUTETIMBER™ PRODUCTS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. NO PERSON OR ENTITY IS AUTHORIZED TO CREATE FOR WOODTONE ANY OTHER OBLIGATION OR LIABILITY TO ANY PERSON RELATING TO THE ABSOLUTETIMBER™ PRODUCTS. Except as set forth herein, no other warranty has been made or will be made on behalf of Woodtone with respect to the AbsoluteTimber™ products.

To make a claim, the claimant must submit proof that the claim concerns Woodtone's AbsoluteTimber™ product. Provided that it is given prompt notice of a claim of breach of warranty and a reasonable opportunity to inspect the Products, if Woodtone determines that Products were nonconforming it will, at its option, either replace any defective Products by shipping replacement Products to the claimant freight prepaid or refund the purchase price of such Products. Woodtone may require that Products to be replaced, or a sample thereof, be shipped to it for inspection and evaluation, freight prepaid. This warranty does not cover the costs of installation, removal of defective Products or reinstallation of replacement Products. Claim Procedure To make a claim under this warranty, the Owner must submit a written claim with proof of purchase to:

*Woodtone, 8007 Aitken Rd., Chilliwack BC V2R4H5, Telephone: 1-800-663-9833, warranty@woodtone.com. For information on products call the Sales Office toll free: 1-800-663-9844.*