



## WARRANTY

### VISSCHER LUMBER (“Visscher”) Ten (10) Year LIMITED WARRANTY on The Vale Engineered Western Red Cedar Siding/Panelling

#### IMPORTANT!

The Limited Warranty and exclusive remedy below covers The Vale Engineered Western Red Cedar Siding/Panelling that has been stored, installed & maintained in accordance with The Vale Engineered Western Red Cedar Siding/Panelling Installation and Maintenance Guide (the “Installation Guide”). Failure to store, install & maintain The Vale Engineered Western Red Cedar Siding/Panelling in accordance with the Installation Guide will affect product performance and VOID the Limited Warranty.

#### PRIOR TO INSTALLATION

All of The Vale Engineered Western Red Cedar Siding/Panelling (the “Product”) should be examined upon delivery. Should a purchaser find any Product to be unsatisfactory, the Product must not be installed. The purchaser must contact Visscher immediately at [info@thevalelumber.com](mailto:info@thevalelumber.com) to obtain replacement Product. Installation of the Product constitutes acceptance of the Product.

### 1. GENERAL

This Limited Warranty (the “Warranty”) is subject to the definitions, terms, conditions, and exclusions stated herein, and the remedies stated herein are the exclusive remedies for any alleged breach thereof or any Product complaint. This Warranty constitutes the entire Warranty provided by Visscher Lumber for the The Vale Engineered Western Red Cedar Siding/Panelling and supersedes all prior or contemporaneous understandings regarding this subject matter.

### 2. LIMITED WARRANTY COVERAGE

A Limited Warranty on the purchase of The Vale Engineered Western Red Cedar Siding/Panelling (the “Product”) extends only to a “Covered Person”, defined as: (a) the first retail purchaser of the Product; (b) the first owner of the structure to which the Product is applied/installed; and/or, (c) the first transferee. Visscher warrants that the Product will be free of defects in

workmanship and/or manufacturing for a period of ten (10) years from the date of purchase (the “Warranty Period”).

### 3. LIMITED WARRANTY CONDITIONS

For the Limited Warranty to apply:

(a) An individual MUST provide proof that he or she is a Covered Person under Section 2 (a); (b); or, (c) with respect to the Product.

(b) Product MUST have been stored, installed and maintained in accordance with the Installation Guide; and all applicable building codes. Failure to install the Product in strict accordance with the Installation Guide and all applicable building codes, may affect Product performance and will VOID the Warranty.

**Prior to Product Installation**, if a Product is found to be unsatisfactory, for any reason, the Product MUST NOT be installed and MUST be returned to Visscher Lumber for replacement Product. Visscher Lumber shall have no

responsibility under this Warranty if defective or unacceptable Product is installed. Visscher shall not be responsible for work stoppages that may occur while replacement Product is produced and shipped (Refer to Section 7 – Responsibility of Purchaser).

#### 4. LIMITED WARRANTY EXCLUSIONS

This Limited Warranty does not cover or provide a remedy for damage or defects resulting from, or in any way attributable to:

- (a) the improper storage, shipping, handling or installation of the Product (including, but not limited to, failure of the Product to be installed in strict accordance with the terms and conditions set forth in Section 3 of this Warranty) and/or the improper construction/design of the structure for use with the Product;
- (b) normal weathering, wear and tear, deterioration or deflection of the Product;
- (c) shrinkage or expansion of Product caused by drying or wetting before and/or after installation;
- (d) neglect, abuse or misuse of the Product;
- (e) damage caused to the Product by rodents or other living creatures;
- (f) repair or alteration of the Product;
- (g) settlement or structural movement and or movement of the materials to which the Product is attached;
- (h) acts of God or accidental occurrences, including but not limited to hurricane, windstorm, tornado, earthquake, hail, avalanche, landslide, changes in underground water table, fire, explosion, water escape, flood, lightning, falling trees, aircraft, or vehicles;
- (i) surface deterioration of the Product due to air pollution, acid rain, vandalism, mold, mildew accumulation, scratching, or wind driven sand;
- (j) landscaping, both hard and soft, including plants, fencing, detached patios, gazebos and similar structures;
- (k) staining or discolouration of the Product;
- (l) any damage as a result of water from a mechanical source, or installation where the Product is in direct contact with moisture or repeatedly wetted;
- (m) any damage caused by failure to take reasonable and timely steps to prevent or mitigate damages; and,
- (n) any cause other than manufacturing defects.

#### 5. REMEDY FOR BREACH OF LIMITED WARRANTY

THIS SECTION 5 PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO A COVERED PERSON OF THE PRODUCT.

If during the Warranty Period, any Product is determined by Visscher, in its sole discretion, to exhibit defects in workmanship and/or manufacturing, Visscher reserves the right to provide replacement Product without charge. This Warranty shall expire ten (10) years from the date of purchase, does not cover installation or other costs, and is available only to a COVERED PERSON (Refer to Section

2 (a); (b); and (c)). The Warranty Period shall not be extended with respect to any replacement Product. The replacement Product shall be warranted for the balance of the time remaining under the Warranty Period.

Any remedy provided under the Warranty shall constitute full settlement and release of any and all claims by the Covered Person hereunder, for damages or any other relief, and shall be a complete bar to any subsequent litigation or claim filed.

#### 6. EXCLUSION OF OTHER REMEDIES AND LIMITATION OF LIABILITIES

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, VISSCHER SHALL NOT BE LIABLE TO THE COVERED PERSON UNDER ANY CIRCUMSTANCES, FOR PERSONAL INJURY, DAMAGE TO PROPERTY, LOST PROFITS OR ANY SPECIAL, MULTIPLE, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR OTHER COSTS, CHARGES, PENALTIES OR LIQUIDATED DAMAGES, DUE TO DEFECT OR FAILURE OF ITS PRODUCT, OR REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE PRINCIPLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

THE COVERED PERSON EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PRODUCT AND ANY SERVICES PROVIDED BY VISSCHER IN CONNECTION WITH THE PRODUCT OR THIS WARRANTY IS AT THE COVERED PERSON'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE COVERED PERSON. THIS WARRANTY AND THE REMEDY SET OUT HEREIN ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WRITTEN WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, BY STATUTE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, VISSCHER LUMBER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT VISSCHER'S OPTION, THE PRODUCT REPLACEMENT DESCRIBED HEREIN.

## 7. CLAIM ASSESSMENT

### **Prior to Product Installation:**

(a) Purchaser must examine all Product prior to installation. Installation of a Product constitutes acceptance of the condition of the Product. Visscher shall have no responsibility under this Warranty if defective or unacceptable Product is installed (Refer to Section 3 – Limited Warranty Conditions – Prior to Product Installation).

(b) Following Product examination, should a Purchaser find any Product to be unsatisfactory, that Product should not be installed. Instead, the Purchaser must contact a Visscher Representative by email at: [info@thevalelumber.com](mailto:info@thevalelumber.com) and follow the instructions provided to obtain replacement Product (Refer to Section 3 – Limited Warranty Conditions – Prior to Product Installation).

### **After Product Installation:**

Upon discovery of a possible warrantable issue and before beginning any permanent repairs:

(a) Covered Person must immediately, and at the Covered Person's own expense, provide for protection of all Product that could be adversely affected, until the situation is remedied.

(b) Covered Person must contact a Visscher Representative at: [info@thevalelumber.com](mailto:info@thevalelumber.com) within thirty

(30) days of the discovery of a possible warrantable issue and provide notice of a potential warranty claim.

(c) Covered Person must provide an invoice to Visscher Lumber to confirm the original date of purchase (Refer to Section 3 (a) – Limited Warranty Conditions).

(d) Covered Person must provide photographs illustrating the defects in workmanship and/or manufacturing or such other photographs that Visscher or its agent may reasonably request.

(e) Upon the request of Visscher or its agent, the Covered Person must permit access to the structure where the warranted Product is installed to allow a Visscher Representative or its agent to inspect, obtain samples and/or take photographs of the Product in question.

Notwithstanding the foregoing, Visscher may, at its sole and unfettered discretion, elect to replace any Product subject to a warranty claim without requiring a return of such Product or the carrying out of an inspection.

## 8. GOVERNING LAW

This Warranty and the performance thereof shall be governed by, subject to and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any provision regarding conflict of laws.