

## LIMITED PRODUCT WARRANTY

This Limited Product Warranty (“Warranty”) gives you specific legal rights, and you may also have other rights which vary from state to state. For this Warranty to be effective the original end-use purchaser must send the following information to [warranty@thermoryusa.com](mailto:warranty@thermoryusa.com) within ninety (90) days of the original purchase date of the Product:

- i. a copy of the receipt for the purchase of the Product;
- ii. name, address, phone number, and email address of the installer of the Product; and
- iii. name, address, phone number, and email address of the original end-use purchaser.

THERMORY USA, INC., a Delaware corporation (“Thermory”), expressly warrants to the original end-use purchaser that, for the period (“Warranty Period”) set forth next to the applicable product (“Product”) on Schedule A attached to this Warranty (“Schedule A”), the Product will be reasonably free of defects caused by soft-rot fungi and wood-decay fungi in excess of the parameters set forth in the Product specifications posted at [www.thermoryusa.com](http://www.thermoryusa.com) as of the original purchase date, subject to the exclusions set forth herein.

If the Product does not perform as warranted herein within the Warranty Period, Thermory will, at its option, (1) replace the Product, subject to the limitations set forth below, or (2) refund a portion of the Product cost in accordance with the applicable schedule set forth on Schedule A.

Replacement of the Product during the Warranty Period shall include reasonable delivery charges necessary to deliver the replacement product, but shall not include any other costs or services, including, without limitation, removal of the defective Product and installation of the replacement product. Thermory’s obligation to replace the Product shall further be limited to replacement with the Product materials available at the time of replacement; the Product is made of natural material and, as such, natural variability of texture and appearance are inherent in the Product, such that the replacement Product shall not be identical to the defective Product. Furthermore, Thermory’s obligation hereunder regarding the defective Product is limited only to that portion of the specific Product that fails the Warranty hereunder. Any replacement product shall be subject to the original Warranty and shall not extend the original Warranty Period in any manner or start a new warranty period.

You may obtain coverage under this Limited Warranty by providing to Eric Britson, Product Development Manager, or his or her designee, at [warranty@thermoryusa.com](mailto:warranty@thermoryusa.com) or 585-250-4074 within 14 days after discovery of the defect, (i) a statement describing the defect, (ii) photographs sufficient to identify the defect(s), (iii) a copy of this Certificate of Warranty, (iv) copies of relevant purchase invoices of the subject Product, and (v) your name and contact information.

### **Warranty Exclusions**

This Warranty applies only to a Product used, stored, handled, fabricated and installed, as applicable, in the manner recommended by Thermory.

Thermory’s Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Thermory, and this Warranty is conditioned upon compliance with all such instructions. Copies of Thermory’s instruction manuals and recommendations

are available for the dealer, distributor of purchase or through Thermory directly at [www.thermoryusa.com](http://www.thermoryusa.com) or by contacting at 1-585-250-4074.

This Warranty does not cover defects caused by:

1. Non-compliance with Thermory's Cladding Installation Guide, Decking & Porch Flooring Installation Guide, Cornering Options Installation Guide, Maintenance & Care Manual, Herringbone Decking Installation Guide;
2. Improper storage, installation, handling, transportation, use and/or fabrication of the Product;
3. Normal wear and tear, including, without limitation, natural color change due to normal weathering (such as natural efflorescence, exposure to sunlight, weather and atmospheric conditions, which causes any colored or wood surface to gradually fade, chalk or accumulate dirt or stains);
4. Use of Products beyond normal use or in an application not recommended or permitted by Thermory's instructions or manuals, applicable laws or building codes;
5. Failure to abide by applicable laws or building codes, including, without limitation, improper structural support or fastening;
6. Damage caused by incorrect architectural or construction design or defects in third party workmanship;
7. Alterations or reprocessing of the Products;
8. Impacts from natural disasters and other weather events (such as storms, tornados, flooding and other acts of God), environmental pollution, contaminated air, acts of war, domestic and/or international terrorism, civil riots or rebellions, or unusual governmental actions, including, without limitation, damage caused by falling or blowing foreign objects;
9. Discoloration fading, spotting or staining caused entirely or partly by surface mold, mildew, other fungal growth, algae, organic materials, metallic oxides, or particles, including, without limitation, rust or corrosion of any fasteners, dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals, including, without limitation, those cleaners, pesticides, fertilizers, paints, adhesives, surface treatments;
10. Movement, distortion, collapse or settling of the ground or the supporting structure on which Products are installed;
11. Fire damage, including, without limitation, damage resulting from use of fire extinguishing agents or water, or heat generated by grills, ovens or other household appliances, tools or equipment or glass surfaces reflecting or concentrating light;
12. Damage caused by pests, including, without limitation, insects, rodents or wild or domestic animals and birds;
13. Unreasonable or unintended use of Product;
14. Products installed with known or visible defects at the time of installation;
15. Minor conditions such as stains, scratches, etc.; and
16. Failure or dissatisfaction with the desired artistic design or final visual appearance as installed.

Any information or suggestion by Thermory with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenience and reference and are made without any representation as to accuracy or

suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE BY THERMORY IN CONNECTION WITH THE PRODUCT. THERMORY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THERMORY'S DISCLAIMER OF IMPLIED WARRANTIES SET FORTH ABOVE IS UNENFORCEABLE UNDER FEDERAL AND/OR STATE LAW, ANY IMPLIED WARRANTIES SHALL EXPIRE AT THE END OF THE WARRANTY PERIOD; SOME STATES DO NOT PERMIT LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH LIMITATION MAY NOT APPLY TO YOU.

### **Limitation of Liability**

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed. IN NO EVENT SHALL THERMORY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATION SET FORTH ABOVE MAY NOT APPLY TO YOU.

### **Informal Dispute Resolution**

Any disputes regarding this Warranty may be resolved informally by contacting Thermory as follows:

THERMORY USA INC.

Address: 56 Harvester Ave Suite 1-201, Batavia NY 14020

Attention: Warranty – Dispute Resolution

Phone: 585-250-4074

Email: [warranty@thermoryusa.com](mailto:warranty@thermoryusa.com)

You are not required to use this informal dispute resolution mechanism prior to seeking remedies under applicable law.

### **Governing Law**

This Warranty shall be governed by, construed under, and interpreted in accordance with the internal laws of the State of New York, without regard to its conflict of law principles, and all

claims relating to or arising out of this Warranty, or breach thereof, shall likewise be governed by the internal laws of the State of New York.

Schedule A

**Product:** Scots Pine; Radiata Pine

Warranty Period: 20 years

<i>Time of failure from purchase date</i>	<i>Portion of cost refunded</i>
Five years or less	90%
Over 5 years to 10 years	60%
Over 10 years to 15 years	30%
Over 15 years to 20 years	10%

**Product:** Ash; Red Oak; Spruce

Warranty Period: 25 years

<i>Time of failure from purchase date</i>	<i>Portion of cost refunded</i>
Five years or less	90%
Over 5 years to 10 years	60%
Over 10 years to 15 years	30%
Over 15 years to 20 years	15%
Over 20 years to 25 years	10%