

# Finger-jointed, Edge-glued and Primed Exterior Trim and Fascia 25 YEAR LIMITED WARRANTY

Forest Trim<sup>®</sup> by IWP Effective: September 12<sup>th</sup>, 2022

## LIMITED WARRANTY

International Wood Products (IWP) provides this limited, nontransferable warranty to the original purchaser/occupant of the structure (within the U.S.) to which Forest Trim<sup>®</sup> is applied ("covered purchaser") that when manufactured, Forest Trim<sup>®</sup> (the "Product"), is free from major defects during manufacture. The Product, when used for its intended purpose, properly installed and maintained according to the Forest Trim<sup>®</sup> published <u>installation instructions</u> and best building practices, will be free from manufacturing defects causing (a) delamination (b) rotting (c) excessive swelling for a period of 25 years from the date of purchase. If during the Warranty period, the Product proves to be defective, IWP shall elect, at its sole discretion, to compensate the owner(s) either by:

- Repair of the affected Product, or replacement of the affected portion of the Product with product of the same or similar type and specification, OR
- Cash payment to the owner equivalent to the reasonable cost of repair or replacement of the affected Product with similar product, provided however, that the "reasonable cost" of repair or replacement shall not exceed two times the original sales price of the affected Product.

Furthermore, for any claims made after the 5th year of the purchase of Forest Trim<sup>®</sup>, the warranty compensation shall be reduced by 5% each year thereafter such that after the 25th year no compensation shall be available under the warranty. If the original retail cost cannot be established by the covered purchaser, the cost shall be determined by IWP in its sole and reasonable discretion. IWP's replacement of the affected Product or granting of a refund SHALL BE THE SOLE AND EXCLUSIVE REMEDY available to the covered purchaser with respect to any defect. IWP will not refund or pay any costs in connection with labor, costs for removal, costs for replacement, costs for finishing, project delays, accessory materials, or any other consequential damages.

# **CONDITIONS OF WARRANTY**

IWP's liability hereunder to the covered purchaser shall be subject to the following terms and conditions: (1) The claimant must provide proof that he/she is a covered purchaser and proof of their purchase of the subject Forest Trim<sup>®</sup>; (2) The Product must always be stored according to the IWP's instructions between purchase and installation; (3) The Product must be installed according to IWP's printed installation, application and maintenance instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation (failure to install and finish the Product per IWP's published instructions may affect Product performance and voids the Warranty; (4) The covered purchaser

must provide written notice to IWP 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 IWP to investigate the claim, including photos of the Product, showing the defect or failure); and (5) Upon discovery of a possible defect or failure, the covered purchaser must immediately, and at the covered purchaser'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 purchaser must allow IWP or IWP's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

#### WARRANTY EXCLUSIONS

This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling (<u>Storage & Handling</u>) or installation (<u>Installation Instructions</u>) of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in IWP's published instructions and/or improper installation of studs or other accessories; (b) extractive or knot bleeding; (c)

variations in grain and color, knots, mineral streaks and pitch pockets; (d) paint adhesion on knots; (e) neglect; (f) abuse; (g) misuse; (h) repair or alteration; (i) settlement or structural movement and/or movement of materials to which the Product is attached; (j) damage from incorrect design of the structure; (k) exceeding the maximum designed wind loads; (l) 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); (m) performance of any paints and/or coatings which are not IWP and/or IWP affiliated applied; (n) 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 or fungi are expressly excluded; (o) lack of proper maintenance; (p) any cause other than manufacturing defects attributable to IWP.

## DISCLAIMER

The statements in this Warranty constitute the only warranty extended by IWP for the Product. IWP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR 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.

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.

# EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:

IN NO EVENT WILL IWP 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.

#### ADDITIONAL TERMS OF LIMITED WARRANTY

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

Any refund or material replacement by IWP shall constitute a full settlement and release of all claims of any covered purchaser 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.

IWP 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.

This Warranty is null and void if the moisture content of the Product is determined to be or has been greater than 19%.



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