SYLVABOARD

Warranty and Limited Warrant Provisions

HAIDA TS'AANU
SYLVABOARD

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Warranty

Prior to installation, Sylvaboard, will replace any piece of our engineered Western Red Cedar products proven to be defective. This includes finger-joint separation and failure, or edge-bonding separation and failure, or top layer veneer separation.

Finger-joint separation is described as a finger-joint that has opened up and is coming apart in the backing board of engineered panelling or in bevel siding or facia board products.
Edge-bonding separation is described as two lamina separating and coming apart in the backing board of engineered panelling or in bevel siding or facia board products.
Top layer veneer separation is described as the top layer veneer separating from the backing board and can be lifted up under strong finger force in our engineered panelling.

Warranty claims for warp are not accepted so it is imperative that all engineered products be stored on spacers or dunnage spaced no more than 1 meter apart; kept intact and solid with its original packaging and banding and kept protected from moisture such as rain or standing pools/puddles of water.

Warranty claims are only accepted provided:

- Claims for replacement piece(s) are filed within seven (7) days of accepting delivery.
- Package(s) must have been kept in its original packaging and banding, kept intact and solid.

- Package(s) must be kept protected from the surrounding elements including damage from mobile equipment, and/or rough handling by mobile equipment.
- Package(s) must have been kept dry and protected from rain, standing water, or moisture of any kind.
- Product(s) shall not be exposed to direct sunshine.
- Package(s) must have been set down on spacers/dunnage/pile bottoms spaced no more than 1 meter apart.
- Any product that has already been installed is considered accepted.

Prior to installation, all Sylvaboard engineered Western Red Cedar products should be examined upon delivery. Should a purchaser find any product to be unsatisfactory, the product should not be installed.
Sylvaboard must be notified immediately and the product returned to obtain replacement product.

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Limited Warranty

Sylvaboard, for the security and piece of mind of our customers provides a 10-year Limited Warranty for our engineered Western Red Cedar products.
The Limited Warranty and exclusive remedy below covers Sylvaboard engineered Western Red Cedar panelling and siding that has been stored, installed and maintained in accordance with the Sylvaboard engineered Western Red Cedar installation guide. Failure to store, install and maintain the Sylvaboard engineered Western Red Cedar panelling or siding in accordance with the installation guide will affect product performance and VOID the Limited Warranty.

The Limited Warranty extends only to a "Covered Person" defined as:

- The first retail purchaser of the product
- The first owner of the structure to which the product is applied

The Limited Warranty covers our engineered Western Red Cedar products for finger-joint separation and failure, edge-bonding separation and failure, or top layer veneer separation. Sylvaboard will replace any piece of engineered panelling, or bevel siding, or facia board that has failed.

Finger-joint separation is described as a finger-joint that has opened and is coming apart in the backing board of engineered panelling or in the bevel siding or in facia board products.
Edge-bonding separation is described as two laminae separating and coming apart in the backing board of engineered panelling or in the bevel siding or in facia board products.
Top layer veneer separation is described as when the top layer veneer has separated from the backing board.

The Limited Warranty only applies to engineered Western Red Cedar products that has met the following conditions:

- Unless the product was purchased already primed or painted, the product must have been protected immediately upon installation with at least two coats of an exterior stain, or exterior paint, or UV resistant (exterior) protectant coating.
- In addition, the product must have been re-stained (exterior quality), or re-painted (exterior quality), or recoated with a UV resistant (exterior quality) coating every two years after installation and the original protection applied.
- The engineered product should not have been compromised with any holes, nails, screws, saw cuts, or damage etc. after installation.

Sylvaboard, must be notified if a claim against the Limited Warranty is to be applied.

Also need to Know

1. General

The 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 Sylvaboard for the Sylvaboard Engineered Western Red Cedar products and supersedes all prior or contemporaneous understandings regarding this subject matter. The Warranty is not transferable or assignable to any subsequent purchaser and is applicable only in the country or territory where the product is purchased.

2. Limited Warranty Coverage

Sylvaboard offers a Limited Warranty to the Purchaser of Sylvaboard Western Red Cedar products. Sylvaboard 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) by the purchaser.

3. Limited Warranty Conditions

For the limited Warranty to apply:

a) The purchaser must provide proof that he or she is the first purchaser of the product.

b) Product must have been stored, installed and maintained in accordance with the Installation Guide; and all applicable building codes adopted by the Federal and Provincial and/or State Governments. 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 Sylvaboard for replacement product. Sylvaboard shall have no responsibility under this warranty if defective or unacceptable product is installed. Sylvaboard 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

The 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 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 to the product caused by rodents, insects, 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 PURCHASER OF THE PRODUCT.

If during the Warranty Period, any product is determined by Sylvaboard, in its sole discretion, to exhibit defects in workmanship and/or manufacturing, Sylvaboard 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 the first purchaser of the product. 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 purchaser 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 APPLICBLE LAW, SYLVABOARD SHALL NOT BE LIABLE TO THE PURCHASER 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 FORSEEN.

THE PURCHASER EXPRESSLY ACKNOWLEGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PRODUCT AND ANY SERVICES PROVDED BY SYLAVAOARD IN CONNECTION WITH THE PRODUCT OR THIS WARRANTY IS AT THE PURCHASERS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE PURCHASER. THIS WARRANTY AND THE REMEDY SET OUT HEREIN ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WRITTEN WARRANTIES, REMEDIES AND CONDITIONS, WHTHER 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 STATURE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, SYLVABOARD LIMITS THE DURATION AND REMEMDIES OS SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT SYLAVABOARD'S OPTION, THE PRODUCT REPLACMENT DESCIRED HEREIN.

7. Responsibility of Purchaser - Assessment of Claim

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. Sylvaboard shall have no responsibility under this warranty if defective or unacceptable product is installed (Refer to Section 3 - Limited Warranty Conditions - Prior to Product Installations).
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 Sylvaboard representative 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) Purchaser must immediately, and at the purchaser's own expense, provide for protection of all product that could be adversely affected, until the situation is remedied.
b) Purchaser must contact a Sylvaboard representative withing thirty (30) days of the discovery of a possible warrantable issue and provide notice of a potential warranty claim.
c) An invoice must be provided to Sylvaboard to confirm the original date of purchase by the Purchaser (Refer to Section 3 (a) - Limited Warranty Conditions)
d) Purchaser must provide photographs illustrating the defects in workmanship and/or manufacturing or such other photographs that Sylvaboard or its agent may reasonably request.
e) Upon the request of Sylvaboard or its agent, the Purchaser must permit access to the structure where the warranted product is installed to allow a Sylvaboard representative or its agent to inspect, obtain samples and/or take photographs of the product in question.

Notwithstanding the foregoing, Sylvaboard may, at the 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.