

DesignWood

2-YEAR LIMITED COLOR WARRANTY - CANADA For Certain Residential Uses

the corrosion of fasteners, hardware, or any other similar material(s).

6. Discoloration or color variations between exposed, and partially exposed and/or protected areas, including but not limited to patio furniture, planters, grills, deck boxes, benches, rugs/mats, coatings and other exposure obstructions.

7. Discoloration caused by aggressive cleaning, the use of power-washers, deck cleaners/brighteners, sanding, exposure to saltwater, or staining from foreign substances, including but not limited to, dirt, grease, and oil, or other corrosive compounds, or damage caused by physical abuse or objects, other chemical or biological factors, acts of God, or acts of war.

8. Damage resulting from fire or exposure to excessive heat sources such as cooking devices or retro-reflective surfaces or the application of improper paints, stains, surface treatments or damages caused by other chemical substances including but not limited to the harsh chemicals found in cleaners or pesticides.

9. Discoloration from the natural change of wood beyond the control of the Designwood, including but not limited to the physical property of wood and the natural characteristics of wood to have raised grain, split, warp, shrink, swell, or twist, crack, fade, check, or cup or any other natural variations in wood, including but not limited to wood species, wood knots, and heartwood content.

10. Costs associated with the delivery, installation, removal or reinstallation of wood, or application of any wood colorant.

11. Any incidental or consequential damages relating to the subject matter of this warranty.

THIS COLOR LIMITED WARRANTY IS VALID ONLY IN CANADA

THE OBLIGATION OF VIANCE UNDER THIS WARRANTY IS LIMITED TO REPLACEMENT OF DESIGNWOOD TREATED LUMBER IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY. THERE ARE NO WARRANTIES OFFERED BY VIANCE OTHER THAN THOSE DESCRIBED HEREIN. NOTHING IN THIS WARRANTY SHALL CREATE ADDITIONAL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES OF ANY KIND WHATSOEVER, WHETHER ANY SUCH CLAIM IS BASED UPON THEORIES OF

Viance LLC, hereinafter referred to as ("Warrantor"), extends this Color Limited Warranty to an "Original Consumer Purchase" of pressure-treated wood affixed with an approved Designwood end tag at time of delivery. Original Consumer-Purchasers are defined herein to mean the owner(s) or record of the private property first using it for residential purposes immediately following installation of the Designwood material(s). This limited color warranty is good for two (2) years from the date of purchase and is not transferable.

THIS COLOR LIMITED WARRANTY COVERS:

DesignWood pressure-treated wood products properly treated and used in conjunction with a residential structure built in accordance with applicable building codes will not experience "Substantial Changes In Color" as compared to the original color or a change from the original color to a silvery gray color within the first two years of purchase. The term "Substantial Changes In Color" as used in this warranty shall mean significant changes in the original color of the product that are not due to fading or other changes do to the natural characteristics of the wood itself.

DesignWood pre-colored treated products are fade resistant but are not immune to some color changes. Natural variations in color due to exposure to sunlight, saltwater and other weather conditions shall not be considered Substantial Changes In Color and are not covered by this warranty. Natural color changes should be anticipated as they are characteristic of a natural wood product, and will occur between different species of wood, as well as be impacted by heartwood, knots and sapwood.

THIS COLOR LIMITED WARRANTY DOES NOT COVER AND WARRANTOR SHALL NOT BE LIABLE FOR:

1. This color limited warranty does not cover wood used for commercial, agricultural, industrial or commonly owned property (including condominiums) or multifamily apartment buildings, building poles or building timbers in structural applications, commercial tree, plant or vineyard stakes, swimming pool sidewalls, pool decks, lattice, peeler core landscape timbers, specialty items that have been milled after treatment, or scenarios of excessive water exposure or immersion.
2. Wood that was used in the manner that it was not intended. The proper use for each type of wood is identified on the end tag or stamp that is attached to each piece of wood.
3. Wood used in foundation systems, in salt water splash or in salt water immersion applications.
4. Variations in color caused by wear, including but not limited to repeated foot traffic on walking surfaces, seating surfaces, railing, climbing surfaces, or other wearing surfaces.
5. Discoloration or color variations or similar damage and staining caused by aggressive atmospheric pollutants, surface mold and mildew, chlorine, or stains from metallic rust or from

CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, SOME PROVINCIAL AND LOCAL LAWS MAY VARY WITH REGARD TO DURATION OF IMPLIED WARRANTIES AND LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES CONTAINED IN SUCH IMPLIED WARRANTIES. IN ANY EVENT VIANCE WILL COMPLY WITH THE LAWS OF THE PROVINCE IN WHICH A LIMITED WARRANTY IS VALIDATED. DESIGNWOOD IS NOT A MAINTENANCE-FREE PRODUCT. OVER TIME, FOOT TRAFFIC, SURFACES SUBJECT TO WEAR, WEATHERING AND THE SUN'S ULTRA-VIOLET RAYS WILL AFFECT THE WOOD'S SURFACE IN GENERAL. TO HELP MAXIMIZE SURFACE PROTECTION AND TO KEEP YOUR WOOD LOOKING BETTER LONGER, WE RECOMMEND THAT A SURFACE-APPLIED WATER REPELLENT WITH UV PROTECTION BE APPLIED EVERY ONE TO TWO YEARS.

Manufacturer reserves the right to discontinue or modify product's color without notice. In the event original type or color of product covered by this Limited Warranty is not available, Manufacturer will substitute a product that, at its exclusive option, is of comparable quality. Replacement product may vary in color, from the original product.

HOW TO MAKE CLAIMS:

Original Consumer-Purchaser must present, to the Warrantor, the original invoice or retailer receipt showing date, amount, and item of DesignWood purchased and end tags of wood claimed to be damaged. When making any warranty claim, you may be required to send photographs and sections of damaged wood. In addition, the Warrantor reserves the right to have a representative inspect and test all wood claimed to be discolored prior to its removal. Failure to use this product in accordance with instructions or restrictions printed on the end tag voids this warranty. Failure to use this product for a Covered Use immediately voids this warranty. The Warrantor, within 60 days of validation of claim under his warranty, will arrange to exchange the qualifying number of DesignWood items for new wood of the same type or provide an alternative substitution/remedy, at its exclusive option. Correspondence should be sent to:

Viance LLC
Attn: Consumer Affairs
8001 IBM Drive
Charlotte, NC 282