

# Prorated 20-Year Ltd. Warranty

## **TIMBRA Tech Warranty**

This warranty covers **TIMBRA Tech** wood products, which are thermally modified wood products for decking, siding, trim, and millwork.

### 1.

#### **Warranty Coverage** **Limited 20-year Warranty**

This **TIMBRA Tech** warranty is made to the original purchaser of the product(s) (the “Purchaser”); the original owner of the structure on which the product(s) are installed; and to the next owner of that structure (together “Owner”). **TIMBRA Tech** express warranties may not be assigned to any subsequent owners of the structure. **TIMBRA Tech** warrants that the product(s) will remain free from:

- ↘ a) fungal degradation;
- ↘ b) buckling;
- ↘ c) structural failure; and
- ↘ d) separating, rupturing for a period of 20 years from the date the installation is completed.

When the product(s) have been stored, handled, installed, and maintained in accordance with **TIMBRA Tech's** installation and maintenance instructions in effect at the time of installation. Color is not warranted. These warranties apply only to above-ground installations made in accordance with the instructions.

**TIMBRA Tech** product(s) are warranted subject to the above.

**TIMBRA Tech** product(s) herein warranted are warranted against buckling when installed and maintained in accordance with applicable **TIMBRA Tech** Application Instructions. Buckling is defined as 1/4 in. out of plane covering a distance no greater than 16 in. between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper nailing is not considered buckling. **TimbraTech** application Instructions must be followed.

## 2.

### **Remedies for Breach of this Prorated 20-Year Limited Warranty**

- **THIS SECTION PROVIDES THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER.**

In the event of a breach of this Limited Express Warranty (or of any implied warranty not otherwise disclaimed herein), **TIMBRA Tech** will:

- ✚ a) during the first 3 years from the date of installation, pay 100% of an amount equal to the cost of similar wood replacement product (no labor or other charges shall be paid) or replace the product with a like-kind replacement from TimbraTech.
- ✚ b) during the 4th through the 20th years from the date of installation, pay an amount equal to the cost of similar wood-based replacement product (no labor or other charges shall be paid) or replace the product(s) (less an annual pro rata **reduction of 6.66%** per year) such that after the 20th year the amount of liability under this warranty will be zero.

Any dispute concerning the applicability of the warranty or whether the product(s) met the manufacturer's standards in accordance with Section 1 shall be submitted to binding arbitration under the **Commercial Arbitration Rules of Centro de Arbitragem Comercial da Câmara de Comércio e Indústria Portuguesa** (Portugal). The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding and non-appealable.

### 3.

## Exclusion of Other Remedies

- IN NO EVENT WILL TIMBRATECH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S) SUPPLIED, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.

The exclusion or limitation of incidental or consequential damages shall not apply in states which do not allow such exclusion.

### 4.

## Exclusion of All Other Warranties, Express or Implied

- ↘ a) THIS LIMITED EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS, AND CANNOT BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

The exclusion or limitation of incidental or consequential damages shall not apply in states which do not allow such exclusion.

- ✦ b) NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF **TIMBRA TECH** WITH RESPECT TO THE PRODUCT(S).

## 5.

### Certain Damages Excluded from Warranty Coverage

This Limited Express Warranty does not cover or provide a remedy for damage that results from:

- ✦ a) misuse or improper storage, handling, application, finishing or maintenance; alterations to the structure or write to: [info@timbratech.com](mailto:info@timbratech.com) after the original application of the product(s); acts of God, such as hurricane, tornado, hail, earthquake, flood or other similar cause beyond the control of **TIMBRA Tech**; design, application or construction of the wall system on which the product(s) are applied; transport, storage or handling of the product(s) prior to application.
- ✦ b) product(s) that are not applied, finished and maintained in strict accordance with **TIMBRA Tech's** instructions in effect at the time of original application.
- ✦ c) swelling and/or edge checking. Such swelling and/or checking normally occurs in all wood products as they expand and contract in response to changes in climactic conditions.
- ✦ d) termite damage which does not affect the structural integrity of the product(s). or
- ✦ e) design, application or construction of the structure on which the product(s) are installed including but not limited to any damage or condition arising from the use of foam sheathing.

## 6.

### Governing Law

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the **Portuguese Republic** without reference to its choice-of-law rules.

## 7.

### Responsibility of Purchaser or Owner

- COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) IS A CONDITION TO TIMBRATECH'S OBLIGATIONS UNDER THIS WARRANTY AND THE FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER AND PURCHASER MAY HAVE AGAINST TIMBRATECH:

- ↳ a) Any Purchaser or Owner seeking remedies under this warranty must notify **TIMBRA Tech**, at the support email above, **within 30 days after discovering a possible nonconformity of the product(s)**, and **before beginning any permanent repair**. This notice should include the proof of the date on which application of the product(s) was completed.

- ↳ b) **TIMBRA Tech** must be given a **60-day opportunity to inspect** the product(s). Upon reasonable notice, the Purchaser or Owner must allow **TIMBRA Tech's** agents to enter the property and structure on which the product(s) are applied to inspect such product(s).

- For further information, please contact Customer Support at:

[info@timbratech.com](mailto:info@timbratech.com)