

# Prorated 20-Year Limited Warranty **Europe**

## **TIMBRA Tech® Warranty**

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

### 1.

#### Warranty Coverage **20-Year Limited Warranty**

This **TIMBRA Tech®** warranty is made available to the original purchaser of the product(s) (the “Purchaser”), the original owner of the structure on which the product(s) are installed, and the next owner of that structure (together referred to as the “Owner”). **TIMBRA Tech®** express warranties are not transferable to any subsequent owners of the structure.

**TIMBRA Tech®** warrants that the product(s) will remain free from:

- ✚ a) fungal degradation;
- ✚ b) buckling (out-of-plane distortion);
- ✚ c) structural failure; and
- ✚ d) separating or rupturing,

for a period of 20 years from the date of completed installation, provided the product(s) have been properly stored, handled, installed, and maintained in accordance with **TIMBRA Tech®**'s installation and maintenance guidelines in effect at the time of installation.

**Color is not warranted.** These warranties apply only to above-ground applications conducted in accordance with the provided instructions.

Products are warranted against buckling when installed and maintained according to applicable **TIMBRA Tech®** Application Instructions. Buckling is defined as an out-of-plane deviation of **6 mm (¼ in.)** over a distance not exceeding **406 mm (16 in.)** between studs. Waviness caused by misaligned framing, crooked or bowed studs, foundation or wall settlement, or improper nailing is not considered buckling. **TIMBRA Tech®**'s 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 THE PURCHASER.**

If a breach of this Limited Express Warranty occurs (or of any implied warranty that cannot legally be disclaimed), **TIMBRA Tech®** will:

- ✚ a) During the first 3 years from the installation date, pay 100% of the cost of a similar replacement wood product (excluding labor and other costs) or replace the product with a like-kind product from **TIMBRA Tech®**;
- ✚ b) From the 4th through the 20th year, pay a prorated amount equal to the cost of a similar replacement wood product (excluding labor and other costs) or replace the product(s) subject to a **6.66% annual reduction**, so that by year 20 the liability under this warranty is zero.

Any disputes regarding the applicability of this warranty or whether the product(s) meet the manufacturer's standards as outlined in Section 1 shall be submitted to binding arbitration under the **Commercial Arbitration Rules of the Centro de Arbitragem Comercial of the Portuguese Chamber of Commerce and Industry (Portugal)**. The arbitrator shall have exclusive jurisdiction and the decision shall be final and non-appealable.

### 3.

## Exclusion of Other Remedies

- IN NO EVENT SHALL **TIMBRA TECH**® BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S), INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR LOSS OF PROFITS.

If a breach of this Limited Express Warranty occurs (or of any implied warranty that cannot legally be disclaimed), **TIMBRA Tech**® will:

### 4.

## Exclusion of Other Warranties, Express or Implied

- ↘ a) THIS LIMITED EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THESE PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES MAY NOT BE LEGALLY DISCLAIMED UNDER APPLICABLE CONSUMER PROTECTION LAWS. IN SUCH CASES, THEY ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- ✦ b) NO OTHER EXPRESS WARRANTY HAS BEEN OR WILL BE MADE ON BEHALF OF **TIMBRA TECH**<sup>®</sup> REGARDING THESE PRODUCT(S).

## 5.

### **Damages Not Covered by This Warranty**

This Limited Express Warranty does not cover or provide remedies for damage resulting from:

- ✦ a) misuse or improper storage, handling, application, finishing, or maintenance; modifications to the structure after the original product application; acts of God such as hurricanes, tornadoes, hail, earthquakes, floods, or other causes beyond the control of **TIMBRA Tech**<sup>®</sup>; or design, application, or construction of the wall system where the product(s) are applied; transport, storage, or handling of the product(s) prior to installation.
- ✦ b) product(s) that were not applied, finished, and maintained strictly in accordance with **TIMBRA Tech**<sup>®</sup> instructions in effect at the time of application.
- ✦ c) swelling and/or edge checking. These are normal in wood products as they expand and contract with changing environmental conditions.
- ✦ d) termite damage that does not affect the structural integrity of the product(s).
- ✦ e) issues arising from the design, application, or construction of the structure, including but not limited to damage related to the use of foam sheathing.

## 6.

### **Governing Law**

All questions concerning the interpretation or applicability of this limited warranty shall be governed by the laws of the **Portuguese Republic**, without reference to conflict-of-law principles.

## 7.

### **Purchaser or Owner Responsibilities**

- **COMPLIANCE WITH THE FOLLOWING CONDITIONS IS REQUIRED FOR ANY RIGHTS UNDER THIS WARRANTY. FAILURE TO COMPLY SHALL VOID ALL CLAIMS AGAINST TIMBRA TECH®:**

- ✚ a) The Purchaser or Owner must notify **TIMBRA Tech®** via the support email listed below **within 30 days of discovering a potential product nonconformity**, and **before initiating any permanent repair**. The notice must include proof of the date the product installation 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 permit **TIMBRA Tech®** representatives to access the property and structure for inspection.

- **For further information, please contact Customer Support:**

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