

## LIMITED RESIDENTIAL AND COMMERCIAL WARRANTY FOR FIBERWOOD\* PRODUCTS OTHER THAN SHEDS (\*Trademark of Importations A1 Inc.)

In this warranty, "FIBERWOOD" refers to Importations A1 Inc., a company having its principal place of business at 829 Boulevard Industriel, Bois-des-Filion, QC J6Z 4T3.

This limited warranty applies to the purchase of FIBERWOOD PRODUCTS other than sheds ("FIBERWOOD PRODUCTS") for residential or commercial use. For the purposes of this warranty, "residential use" refers to the installation of FIBERWOOD PRODUCTS for an individual residence, and "commercial use" refers to any installation of these products other than for an individual residence.

This limited warranty sets forth the sole and exclusive warranty provided by FIBERWOOD to any first end purchaser of FIBERWOOD PRODUCTS unless another warranty is provided by FIBERWOOD for specific products. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING, OR INSTALLING YOUR FIBERWOOD PRODUCTS.

### 1. LIMITED WARRANTY

1.1 FIBERWOOD warrants to any first end purchaser ("buyer," "you," or "your") of FIBERWOOD PRODUCTS that, for the specified warranty periods, these products:

1.1.1 under normal and proper service conditions;

1.1.2 when installed in accordance with FIBERWOOD's written installation instructions and the provisions herein;

1.1.3 when used and maintained in an above-ground application and in accordance with FIBERWOOD's written use, maintenance, and safety instructions;

shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay.

1.2 For the purposes of this limited warranty, "first end purchaser" refers to the person or persons who own the real property on which the FIBERWOOD PRODUCT has been installed. This limited warranty may be transferred only once during the five (5) year period commencing on the day the first end purchaser acquired the FIBERWOOD PRODUCT to a subsequent purchaser of the real property on which the product was installed.

1.3 The duration of the limited warranty ("warranty period") for the capped solid decking, capped semisolid decking, capped fencing and capped cladding is fifty (50) years from the original purchase date for residential use, subject to applicable proration as stated herein.

1.4 The duration of the limited warranty ("warranty period") for the capped solid decking, capped semisolid decking, capped fencing and capped cladding is twenty (20) years from the original purchase date for commercial use, excluding restaurants, hotels, public zones, places with high traffic and intensive multi-dwelling housing subject to applicable probation as stated herein.

1.5 FIBERWOOD's written installation instructions, as well as its use, maintenance, and safety instructions, are available from your authorized FIBERWOOD dealer or contractor, or from FIBERWOOD at [www.Fiberwood.ca](http://www.Fiberwood.ca) or by writing to FIBERWOOD at the address provided below.

1.6 In the event of a failure of FIBERWOOD PRODUCTS during the applicable warranty period when properly installed, used, and maintained as required by this Section 1, FIBERWOOD will replace the defective item or refund a percentage of its original purchase price, subject to the conditions and prorated basis set forth in Section 3.2.

1.7 The limited warranty set forth herein is the sole warranty (whether written or oral, express or implied) offered by FIBERWOOD for the FIBERWOOD PRODUCTS described above. The limited warranty is subject to all the terms and conditions set forth herein, and no one (including, but not limited to, a distributor, installer, authorized dealer, agent, or employee) is authorized to modify, extend, or add to this limited warranty. FIBERWOOD makes no other representations or warranties regarding any FIBERWOOD PRODUCT. No one is authorized to make any representation or warranty on behalf of FIBERWOOD, and FIBERWOOD will not be bound by or liable for any representation, warranty, or condition regarding any FIBERWOOD PRODUCT other than expressly stated in this limited warranty. THIS LIMITED WARRANTY CONTAINS FIBERWOOD'S SOLE AND EXCLUSIVE WARRANTY AND OBLIGATION WITH RESPECT TO FIBERWOOD PRODUCTS. FIBERWOOD DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION. ALL IMPLIED WARRANTIES, NOT EFFECTIVELY EXCLUDED, ARE AS THE CASE MAY BE LIMITED TO ANY APPLICABLE STATUTORY LIMITATION BUT SHALL IN NO EVENT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD.

## 2. FIBERWOOD WARRANTY CLAIM PROCEDURE

2.1 In order to make a warranty claim against FIBERWOOD, the buyer must send to FIBERWOOD a copy of the original proof of purchase and supporting photos or other evidence of the claim. The buyer's original proof of purchase must come from an authorized dealer. The proof of purchase must also indicate the date of the initial purchase. All warranty claims must be received by Fiberwood within the applicable warranty period and in no event more than thirty (30) days after any discovery of a potential non-conformity or other failure of the FIBERWOOD PRODUCT. Failure to adhere to this time frame will automatically render the limited warranty null and void.

2.2 Upon discovery of a potential defect in any FIBERWOOD PRODUCT, the buyer must, at its own expense, make temporary repairs or isolate the area to fully protect all property and persons that may be affected. At the written request of FIBERWOOD, the buyer must allow a representative of FIBERWOOD onto the buyer's property to inspect the alleged non-conforming product. The buyer is not authorized to make permanent repairs or remove any FIBERWOOD PRODUCTS before FIBERWOOD has completed its investigation of the claim, and if the buyer violates these requirements, such violations will serve to invalidate and terminate the limited warranty provided by FIBERWOOD. No FIBERWOOD PRODUCT shall be returned to FIBERWOOD unless requested and authorized in writing by FIBERWOOD. Any removal or disposal of defective FIBERWOOD PRODUCTS shall be assumed and paid for exclusively by the buyer.

2.3 Warranty claims should be sent as follows:

FIBERWOOD

829 Blvd Industriel, Bois-des-Filion, QC, J6Z 4T3

Tel: 514-850-5585 Ext: 247

Email: [garantie@fiberwood.ca](mailto:garantie@fiberwood.ca)

### 3. GENERAL TERMS, EXCLUSIONS, AND LIMITATIONS

3.1 If it is determined by FIBERWOOD, at its sole discretion, that the claim is valid, the buyer's sole remedy, and FIBERWOOD's sole liability to any buyer, for (i) any claim of any kind relating to the FIBERWOOD PRODUCT, (ii) any claim arising out of the marketing, purchase, installation, use, storage, possession, or maintenance of FIBERWOOD PRODUCTS (whether such claim arises from contract, warranty, tort, negligence, strict liability, law, regulation, or otherwise), or (iii) any claim that the FIBERWOOD PRODUCTS have not performed as warranted herein, is and shall be limited to the replacement or refund by FIBERWOOD of the defective item, subject to the conditions and prorated basis set forth in Section 3.2. FIBERWOOD shall not be responsible for any expenses and costs associated directly or indirectly with the installation of the replacement FIBERWOOD PRODUCT.

3.2 FIBERWOOD's obligation to provide a replacement item shall, when applicable, be limited to a quantity equal to the volume (linear feet) of defective material, prorated as set forth herein. FIBERWOOD's replacement obligation allows FIBERWOOD to provide products as close as possible to the original installation in terms of color, design, and quality at FIBERWOOD's sole and absolute discretion. The buyer acknowledges that FIBERWOOD does not guarantee an exact match as colors and patterns may change. AT THE SOLE AND ABSOLUTE DISCRETION OF FIBERWOOD, FIBERWOOD MAY CHOOSE TO REFUND THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT (EXCLUDING THE INITIAL COST OF INSTALLATION) ON A PRO-RATA BASIS AS INDICATED UNDER THE RECOVERY CALENDARS BELOW INSTEAD OF REPLACING THE DEFECTIVE PRODUCT ON THE SAME PRO-RATA BASIS.

#### PRORATED 50 YEARS LIMITED WARRANTY RECOVERY SCHEDULE FOR RESIDENTIAL USE

Recovery Claim	Claim Year
100%	0-10
75%	11-20
50%	21-30
30%	31-40
20%	41-50

#### PRORATED 20 YEARS LIMITED WARRANTY RECOVERY SCHEDULE FOR COMMERCIAL USE.

Recovery Claim	Claim Year
100%	0-5
70%	6-10
40%	11-15
20%	16-20

3.3 In no event shall FIBERWOOD be liable for direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other damages based on the FIBERWOOD PRODUCTS or arising, directly or indirectly, from any defect in the FIBERWOOD PRODUCTS, including, but not limited to, diminution in value, and/or loss of use or enjoyment of any property or any part thereof, whether based on contract, tort, strict liability, law, regulation, or otherwise, even if FIBERWOOD has been expressly advised of the possibility of such damages. Certain provinces may not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above

limitation may not apply to you. In no event shall FIBERWOOD be liable for any damage (of any nature or description whatsoever) that exceeds the original purchase price of the defective product, subject to the applicable prorating stated herein.

3.4 FIBERWOOD limited warranty does not apply in the following instances and no express or implied warranty shall be deemed to cover any condition attributable, in whole or in part, to : (i) improper installation of FIBERWOOD PRODUCTS and/or failure to follow FIBERWOOD's written installation instructions, (ii) failure to follow FIBERWOOD's written use, maintenance, or safety instructions, (iii) failure to comply with all applicable laws, regulations, or building codes, (iv) improper or defective structural support, attachment, ventilation, or spacing, (v) voluntary or involuntary, foreseeable or unforeseeable, use of FIBERWOOD PRODUCTS beyond normal use or in a manner not recommended or authorized by FIBERWOOD's installation or use, maintenance, and safety instructions and applicable laws, regulations, and building codes, (vi) movement, distortion, collapse, or settlement of the soil or support structure on which FIBERWOOD PRODUCTS are installed, (vii) any act of God (including, but not limited to, flood, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (viii) discoloration, stains, or any other deterioration caused, in whole or in part, by mold, mildew, other fungal growth, organic matter, oxides or metal particles (including, but not limited to, rust or corrosion of any fasteners), dirt buildup, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including, but not limited to, those found in cleaners or pesticides), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather, and atmospheric conditions causing gradual discoloration), (ix) damage resulting from an accident, fire, or exposure to extreme heat sources such as cooking appliances or reflective surfaces, (x) application of paints, stains, or surface treatments or coatings or surface materials, (xi) climate change, environmental conditions, static electricity, or any cause beyond FIBERWOOD's control, (xii) variations or changes in color of FIBERWOOD PRODUCTS, (xiii) mishandling, maintenance, storage, abuse, repair, or negligence of FIBERWOOD PRODUCTS by the buyer or any other person, (xiv) normal wear and tear, including normal surface wear, (xv) impact from objects, (xvi) any attachment recommended or not recommended by FIBERWOOD, (xvii) abrasive pH acidic or alkaline compounds, strong solvents, metal rust, concrete or masonry products, stucco, colored chalk, airborne or waterborne minerals, (xviii) abnormal residential use items or substances, including but not limited to biocides, fungicides, plant food, and bactericides, (xix) damage resulting from damaging, digging, scraping, or piercing the surface of FIBERWOOD PRODUCTS using a metal shovel or any other cutting tool to remove snow or ice from the surface of the product, or in any other manner, (xx) stains left by oil-based substances such as vegetable oil known to leave residues/stains if not cleaned immediately and (xx) warping, superficial cracking, dimensional variation, normal expansion or narrowing and aesthetic defects.

3.5 Fasteners, whether recommended by FIBERWOOD or not, are subject solely to the warranties provided by the fasteners manufacturer, and the buyer's sole warranty and remedy is with that manufacturer.

3.6 The finish or surface finish of FIBERWOOD PRODUCTS may eventually lose its pattern or wood grain due to use of the products that is considered normal, due to the formulation used to create the surface.

3.7 The buyer and/or the buyer's contractor or representative are solely responsible for determining the suitability of any FIBERWOOD PRODUCT for the buyer's property and for the installation and use

of any FIBERWOOD PRODUCT. The buyer and/or the buyer's contractor or representative shall be solely responsible for determining whether the FIBERWOOD PRODUCT meets the requirements of any applicable building or safety code or similar regulation relating to the buyer's property. The buyer acknowledges that FIBERWOOD does not provide architectural or engineering services. FIBERWOOD makes no express or implied warranty or representation as to the suitability of FIBERWOOD PRODUCTS for or the actual performance, capabilities, or operation of FIBERWOOD PRODUCTS on the buyer's property or under the buyer's use conditions.