

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

In this warranty, "FIBERWOOD" refers to Importations A1 Inc., a company with 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 use. For the purposes of this warranty, "residential use" means the installation of FIBERWOOD PRODUCTS 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 offered by FIBERWOOD on specific products. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING, OR INSTALLING YOUR FIBERWOOD PRODUCT.

### 1. LIMITED WARRANTY AGAINST STAINS AND FADING

1.1 FIBERWOOD warrants to any first end purchaser ("buyer," "you," or "your") of FIBERWOOD PRODUCTS that for a period of ten (10) years from the date of purchase, these products:

1.1.1 Stain resistance warranty: are and will be resistant to permanent stains resulting from spills of food and beverages typically found on a residential deck or naturally occurring molds or mildew in the environment, provided that the FIBERWOOD PRODUCTS have been installed, used, and maintained in accordance with FIBERWOOD's written installation instructions, written use, maintenance, and safety instructions and the conditions stated in this warranty.

1.1.2 Fading resistance warranty: shall not fade in color from light and weathering exposure as measured by color change of more than five (5) Delta E (CIE) units provided that the FIBERWOOD PRODUCTS have been installed, used, and maintained in accordance with FIBERWOOD's written installation instructions and written use, maintenance, and safety instructions, and the conditions stated in this warranty.

1.2 For the limited warranty purposes, "first end purchaser" means the person or persons who own the real property on which the FIBERWOOD PRODUCT was installed. The limited warranty may be transferred only once during the five (5) year period beginning on the day the first end purchaser acquired the FIBERWOOD PRODUCT to a subsequent purchaser of the real property on which this 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 ten (10) years from the original purchase date.

1.4 Notwithstanding the foregoing, FIBERWOOD does not warrant that the FIBERWOOD PRODUCTS are completely stain and fade resistant. When properly installed, used, and maintained the FIBERWOOD PRODUCTS offer resistance to stains and fading. However, no material is entirely stain and fade resistant, especially but not limited to when stains result from spills of food or beverages that are not promptly cleaned or when materials are exposed to years of UV and environmental exposure. Additionally, any discoloration or stains that are not on the visible part of the FIBERWOOD PRODUCTS are excluded from the limited warranty.

1.5 Without limiting any other provision of this limited warranty, FIBERWOOD does not warrant stain resistance resulting from (i) spilled or otherwise applied beverages or food items that are not promptly cleaned with soap and water or mild household cleaners, and (ii) naturally occurring molds or mildew in the environment that are not cleaned in the same manner within one (1) week of their appearance.

1.6 Compliance with FIBERWOOD's use, maintenance, and safety instructions is required and constitutes a prerequisite to any warranty or warranty claim. Without limiting any other provision of this limited warranty, to be eligible for coverage, you must have attempted to clean the affected area of the FIBERWOOD PRODUCT following the instructions provided in this document and in the written use, maintenance, and safety instructions provided online at [www.Fiberwood.ca](http://www.Fiberwood.ca). If the affected area remains unsatisfactory after attempting these cleaning procedures, you must have the affected area of the FIBERWOOD PRODUCTS professionally cleaned at your expense. If the affected area remains unsatisfactory after professional cleaning, you must contact Fiberwood and provide proof of professional cleaning within thirty (30) days of the professional cleaning.

1.7 FIBERWOOD's written installation instructions as well as its written 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.

1.8 In the event of failure of FIBERWOOD PRODUCTS during the applicable warranty period, as warranted above, when properly installed, used, and maintained as required by this section 1, FIBERWOOD will replace the non-conforming item or refund its original purchase price, subject to the conditions provided in paragraph 3.2.

1.9 Limited Warranty. The limited warranty set forth herein is the sole warranty (whether written or oral, express or implied) provided 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, an authorized distributor, installer, authorized seller, agent, or employee of FIBERWOOD) is authorized to modify, extend, or add to this limited warranty. FIBERWOOD makes no other representations or warranties regarding any FIBERWOOD PRODUCTS. No one is authorized to make any representation or warranty on behalf of FIBERWOOD, and FIBERWOOD will not be bound by or responsible for any representation, warranty, or condition regarding any FIBERWOOD PRODUCT other than that expressly stated in this limited warranty. THIS LIMITED WARRANTY CONSTITUTES 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 SPECIFICALLY EXCLUDED, ARE AS THE CASE MAY BE LIMITED TO THE APPLICABLE STATUTORY LIMITATION, BUT IN NO EVENT SHALL THEY EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD.

## 2. FIBERWOOD CLAIM PROCEDURE

2.1 To initiate a warranty claim against FIBERWOOD, the buyer must send FIBERWOOD a copy of this warranty document, a copy of the original proof of purchase, and photos or other supporting evidence for the claim. The buyer's original proof of purchase must come from an authorized Fiberwood 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 case more than thirty (30)

days after the discovery of any alleged non-conformity or other failure of the FIBERWOOD PRODUCT. Failure to comply with this deadline will automatically void the limited warranty.

2.2 Upon the discovery of a potential defect in any FIBERWOOD PRODUCT, the buyer must, at its own expense, make temporary repairs or secure the area to fully protect all property and individuals that may be affected. At the written request of FIBERWOOD, the buyer must allow a representative of FIBERWOOD to enter the buyer's property to inspect the alleged non-conforming product. The buyer is not allowed to make permanent repairs or remove any FIBERWOOD PRODUCTS before FIBERWOOD has completed its investigation into 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 PRODUCTS 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 Industrial Blvd, Bois-des-Filion, QC, J6Z 4T3

Phone: 514-850-5585 Ext: 247

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

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

3.1 If it is determined by Fiberwood, in 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 whatsoever related to FIBERWOOD PRODUCTS, (ii) any claim arising from the marketing, purchase, installation, use, storage, possession, or maintenance of FIBERWOOD PRODUCTS (whether arising from contract, warranty, tort, negligence, strict liability, statutes, laws, or regulations, or otherwise), or (iii) any claim that FIBERWOOD PRODUCTS have not performed as warranted above, is and shall be limited to the replacement or refund by FIBERWOOD of the defective item on the conditions set forth in paragraph 3.2. FIBERWOOD shall not be responsible for any costs or expenses directly or indirectly associated with the installation of the replacement FIBERWOOD PRODUCT.

3.2 FIBERWOOD's obligation to provide a replacement item shall be, when applicable, only in a quantity equal to the volume (linear feet) of defective material. 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 the discretion and determination of FIBERWOOD. 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) INSTEAD OF REPLACING THE DEFECTIVE PRODUCT.

3.3 In no event shall FIBERWOOD be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other damages, based on FIBERWOOD PRODUCTS or resulting, directly or indirectly, from any defect in 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.

3.4 FIBERWOOD stains and fading 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) failure to follow FIBERWOOD's written use, maintenance, or safety instructions; (ii) intentional or unintentional, foreseeable or unforeseeable use of FIBERWOOD PRODUCTS beyond normal use or in a manner not recommended or authorized by FIBERWOOD's written use, maintenance and safety instructions ; (iii) any force majeure event (including, but not limited to, flood, hurricane, tornado, wind, earthquake, lightning, hail, etc.); (iv) discoloration, stains, or any other deterioration caused, in whole or in part, by fungal growths, other than mold or mildew, organic mater, oxides or metal particles (including, but not limited to, rust or corrosion of any fastener), accumulation of dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including, but not limited to, those found in cleaners or pesticides); (v) damage resulting from an accident, fire, or exposure to extreme sources of heat such as cooking appliances or reflective surfaces; (vi) application of paints, stains, treatments or coatings or surface materials; (vii) climate change, environmental conditions, static electricity, or any cause beyond FIBERWOOD's control; (viii) mishandling, maintenance, storage, abuse, repair, or neglect of FIBERWOOD PRODUCTS by the buyer or any other person; (ix) normal wear and tear including normal surface wear; (x) impact from objects; (xi) any attachment whether recommended or not by FIBERWOOD; (xii) abrasive compounds of acidic or alkaline pH, powerful solvents, metal rust, concrete or masonry products, stucco, colored chalk, airborne or waterborne mineral particles; (xiii) abnormal residential use items or substances other than food and beverages including, without limitation, biocides, fungicides, plant food, and bactericide and (xiv) stains left by oil-based substances such as vegetable oil known to leave residues/stains.

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

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

3.7 The buyer and/or the buyer's contractor or representative is 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 complies with 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 in the buyer's conditions of use.