

**LIMITED RESIDENTIAL WARRANTY AGAINST STAINS AND FADING FOR FIBERWOOD \*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 SHEDS for residential use.

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

**1. LIMITED WARRANTY AGAINST STAINS AND FADING**

1.1 FIBERWOOD warrants to any first end purchaser ("buyer," "you," or "your") of FIBERWOOD SHEDS that for the specified warranty period, 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 mold or mildew in the environment, provided that the FIBERWOOD SHEDS 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 colour from light and weathering exposure as measured by colour changed more than five (5) Delta E (CIE) units provided that the FIBERWOOD SHEDS 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.

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

1.3 The duration of the limited warranty ("warranty period") for the FIBERWOOD SHEDS is ten (10) years for the coextrusion composite board, the aluminum, hardware, and accessories from the date of original purchase, subject to the applicable proration stated herein.

1.4 Exclusions/voiding of stain and fade warranty coverage: Notwithstanding the foregoing, FIBERWOOD does not warrant that the FIBERWOOD SHEDS are completely stain and fade-resistant. When installed, used, and maintained correctly, the FIBERWOOD SHEDS offer resistance to stains and fading. However, no material is entirely stain and fade-proof, especially but not limited to when stains result from spills of beverages or food that are not promptly cleaned or when materials are exposed to years of UV and environmental exposure.

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 is a prerequisite for 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 SHED following the instructions provided in this document and in the 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 SHED 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 30 days of professional cleaning.

1.7 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.

1.8 In the event of a failure of a FIBERWOOD SHED 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 part or refund a percentage of its original price or value, subject in all cases to the conditions and proration in paragraph 3.2.

1.9 The limited warranty set forth herein is the sole warranty (whether written or oral, express or implied) offered by FIBERWOOD for FIBERWOOD SHEDS. The limited warranty is subject to all the terms and conditions stated herein, and no one (including, but not limited to, an authorized distributor, installer, dealer, agent, or employee of FIBERWOOD) is authorized to modify, extend, or add to this limited warranty. FIBERWOOD makes no other representation or warranty concerning any FIBERWOOD SHED. No one is authorized to make any representation or warranty on behalf of FIBERWOOD, and FIBERWOOD shall not be bound by or liable for any representation, warranty, or condition concerning any FIBERWOOD SHED other than that expressly stated in this limited warranty. THIS LIMITED WARRANTY COMPRISES FIBERWOOD'S SOLE AND EXCLUSIVE WARRANTY AND OBLIGATION RELATING TO FIBERWOOD SHEDS. FIBERWOOD DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, 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 LIMITED IN ALL CASES TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO EVENT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD.

## **2. FIBERWOOD CLAIMS PROCEDURE**

2.1 In order 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 its claim. The buyer's original proof of purchase must come from an authorized Fiberwood seller and 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 potential non-conformity or other failure of the FIBERWOOD SHED. Failure to adhere to this deadline automatically renders the limited warranty null and void.

2.2 Upon the discovery of a potential defect in any FIBERWOOD SHED, the buyer must, at its own expense, perform 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 shed. The buyer is not authorized to perform permanent repairs or remove a FIBERWOOD SHED or any parts of the FIBERWOOD SHED until 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 SHED or its defective parts shall be returned to FIBERWOOD unless requested and authorized in writing by FIBERWOOD. Any removal or disposal of any part thereof 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 determined by Importations A1, 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 whatsoever related to the FIBERWOOD SHED, (ii) any claim arising from the marketing, purchase, installation, use, storage, possession, or maintenance of the FIBERWOOD SHED (whether arising from contract, warranty, tort, gross negligence, negligence, strict liability, laws or regulations, or otherwise), or (iii) any claim that the FIBERWOOD SHED has not performed as guaranteed herein, is and shall be limited to the replacement or refund by FIBERWOOD of the defective part subject to the conditions and as prorated in paragraph 3.2. FIBERWOOD shall not be responsible for any expenses and costs directly or indirectly associated with the installation of any replacement part.

3.2 FIBERWOOD's obligation to provide a replacement part shall, when applicable, only be an amount equal to the volume (linear feet) of the defective part in all cases prorated as contained herein. FIBERWOOD's replacement obligation allows FIBERWOOD to provide boards or other parts as close as possible to the original installation in terms of color, design, and quality, at the discretion and determination of FIBERWOOD. The buyer acknowledges that FIBERWOOD does not warrant an exact match as colors and patterns may change. AT THE SOLE AND ABSOLUTE DISCRETION OF FIBERWOOD, FIBERWOOD MAY CHOOSE TO REIMBURSE THE ORIGINAL PRICE OR VALUE OF THE DEFECTIVE PART (EXCLUDING THE INITIAL COST OF INSTALLATION) ON A PRORATED BASIS AS INDICATED UNDER THE RECOVERY CALENDAR BELOW INSTEAD OF REPLACING THE DEFECTIVE PART ON THE SAME PRORATED BASIS.

#### PRORATED 10 YEARS LIMITED WARRANTY RECOVERY SCHEDULE FOR CO-EXTRUSION COMPOSITE BOARDS, ALUMINUM, HARDWARE AND ACCESSORIES

Recovery	Year of Claim
100%	1
90%	2
80%	3
70%	4
60%	5
50%	6
40%	7
30%	8
20%	9
10%	10

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 the FIBERWOOD SHEDS or resulting directly or indirectly from any defect therein, including, but not limited to, damages, diminution in value, and/or loss of use or enjoyment of any property or any portion 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. Some 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 FIBERWOOD shall be liable for any damage (of any nature or description whatsoever) that exceeds the original value or price of the defective part subject to the applicable proration stated herein.

3.4 FIBERWOOD limited warranty does not apply in the following instances and no express or implied warranties shall be deemed to cover, any condition attributable, in whole or in part, to: (i) non-compliance with FIBERWOOD's written use, maintenance, or safety instructions, (ii) voluntary or involuntary, foreseeable or unforeseeable use of FIBERWOOD SHEDS beyond normal use or in an unauthorized or unapproved manner by FIBERWOOD's written installation or use and maintenance and safety instructions, (iii) any act of God (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 matter, oxides or metallic particles (including, but not limited to, rust or corrosion of any fastener), 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), (v) damage resulting from accidents, fires, or exposure to extreme sources of heat such as cooking appliances or reflective surfaces, (vi) the application of paints, stains, treatments, or surface materials or coatings, (vii) climate change, environmental conditions, static electricity, or any cause beyond the control of FIBERWOOD, (viii) improper handling, maintenance, storage, use, repair or neglect of the FIBERWOOD SHED by Purchaser or any other party, (ix) ordinary wear and tear including normal weathering of surfaces, (x) impact from objects, (xi) any fasteners recommended by FIBERWOOD or not, (xii) abrasive compounds of acidic or basic pH, strong solvents, metallic rust, concrete or masonry products, stucco, colored chalk, air or water borne minerals (xiii) abnormal residential deck use items and non-food and beverage substances including but not limited to biocides, fungicides, plant food, bactericides and (xiv) stains left by oil based substances such as vegetable oil known to leave residue/stains if not cleaned up immediately.

3.5 Fasteners, whether recommended by Fiberwood or not, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer.

3.6 The finishing layer or surface finish of FIBERWOOD SHEDS may eventually lose its pattern or wood grain even with normal product use, due to the formulation used to create the surface.

3.7 The buyer and/or the contractor or the buyer's representative are solely responsible for determining the suitability of any FIBERWOOD SHED for the buyer's property and for the installation and use of any FIBERWOOD SHED. The buyer and/or the contractor or the buyer's representative shall be solely responsible for determining whether the FIBERWOOD SHEDS meet the requirements of any applicable building or safety code or similar regulations relating to the buyer's property. The buyer acknowledges that FIBERWOOD does not provide architectural or engineering services. FIBERWOOD makes no express or implied warranties or representations as to the suitability of the FIBERWOOD SHEDS for, or the actual performance, capabilities, or operation of the FIBERWOOD SHEDS on the buyer's property or under the buyer's conditions of use.