

LIMITED RESIDENTIAL WARRANTY 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 out the sole and exclusive warranty provided by FIBERWOOD to any first end purchaser of FIBERWOOD SHEDS, unless another warranty is offered by FIBERWOOD on specific products. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING, OR INSTALLING YOUR FIBERWOOD SHEDS.

1. LIMITED WARRANTY

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

will remain free from material manufacturing and materials defects and will not rot, break, split, or sustain structural damage caused by termites or fungal decay.

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

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

1.4 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 or by writing to FIBERWOOD at the address below.

1.5 In the event of a failure of FIBERWOOD SHEDS during the applicable warranty period when properly installed, used, and maintained as required by this Section 1, FIBERWOOD will replace the non-conforming item or refund a percentage of its current value, subject to the proration set forth in paragraph 3.2.

1.6 The limited warranty stated 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 terms and conditions set forth herein, and no one (including, but not limited to, a distributor, installer, authorized seller, agent, or employee) is authorized to modify, extend, or add to this limited warranty. FIBERWOOD makes no other representations or warranties concerning any FIBERWOOD SHED. 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 SHED other than expressly stated in this limited warranty. THIS LIMITED WARRANTY INCLUDES FIBERWOOD'S SOLE AND EXCLUSIVE WARRANTY AND OBLIGATION REGARDING FIBERWOOD SHEDS. FIBERWOOD EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY EXCLUDED, ARE LIMITED TO THE APPLICABLE STATUTE LIMITATION BUT SHALL IN NO EVENT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. FIBERWOOD EXCLUDES AND SHALL NOT PAY ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL FIBERWOOD BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) THAT EXCEED THE ACTUAL CURRENT VALUE OF THE DEFECTIVE PRODUCT SUBJECT TO APPLICABLE PRORATION AS STATED HEREIN.

2. FIBERWOOD WARRANTY CLAIM PROCEDURE

2.1 To initiate a warranty claim against FIBERWOOD, the buyer must send to FIBERWOOD a copy of the original proof of purchase receipt and supporting photos or other evidence of its claim. The buyer's original proof of purchase must come from an authorized seller. The proof of purchase must also indicate the date of 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 meet this deadline automatically renders the limited warranty null and void.

2.2 Upon discovery of a potential defect in any FIBERWOOD SHED, the buyer must, at its own expense, perform temporary repairs or cordon off the area to fully protect any property and individuals that might be affected. At FIBERWOOD'S written request, 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 its parts 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 SHED or part thereof shall be returned to FIBERWOOD unless FIBERWOOD requests and authorizes it in writing. Any removal or disposal of defective FIBERWOOD SHEDS or parts thereof 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
Phone: 514-850-5585 Ext: 247
Email: garantie@fiberwood.ca

3. GENERAL CONDITIONS, EXCLUSIONS, AND LIMITATIONS

3.1 If 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 whatsoever related to the FIBERWOOD SHED, (ii) any claim arising from the marketing, purchase, installation, use, storage, possession, or maintenance of FIBERWOOD SHEDS (whether such claim arises 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 above, is and shall be limited to FIBERWOOD replacing or refunding the defective item on a prorated basis as provided in paragraph 3.2. FIBERWOOD shall not be responsible for any expenses and costs associated directly or indirectly with the installation of any replacement item.

3.2 FIBERWOOD's obligation to provide a replacement item shall, when applicable, only be in a quantity equal to the volume (linear feet) of the defective coextruded composite wood boards, as prorated 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 FIBERWOOD's sole and absolute discretion. The buyer acknowledges that FIBERWOOD does not warrant an exact match as colors and patterns may change. At FIBERWOOD'S SOLE AND ABSOLUTE DISCRETION, FIBERWOOD MAY ELECT TO REFUND THE CURRENT VALUE OF THE DEFECTIVE PRODUCT ON A PRORATA BASIS AS INDICATED UNDER THE RECOVERY CHART BELOW INSTEAD OF REPLACING THE DEFECTIVE PRODUCT ON THE SAME PRORATA BASIS.

PRORATED 10 YEARS LIMITED WARRANTY RECOVERY SCHEDULE FOR 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 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 in them, including, but not limited to, damages, 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 under certain circumstances, so the above limitation may not apply to you.

3.4 FIBERWOOD does not warrant and is not responsible, 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 SHEDS and/or failure to adhere to FIBERWOOD's written installation instructions, including but not limited to installing the SHED on a base other than a level, crack-free concrete slab, (ii) failure to adhere to 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) intentional or unintentional use of FIBERWOOD SHEDS beyond normal use or in a manner not recommended or authorized by FIBERWOOD's written installation or use, maintenance, and safety instructions, as well as applicable laws, regulations, and building codes, (vi) ground movement, distortion, collapse, or settling of the ground or support structure on which FIBERWOOD SHEDS are installed, (vii) any act of nature, 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 metallic particles (including but not limited to rust or corrosion of any fasteners), the 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), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather conditions, and atmospheric conditions causing gradual discoloration), (ix) damage resulting from accidents, fire, or exposure to extreme sources of heat such as cooking appliances or reflective surfaces, (x) the application of paints, stains, treatments, 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 SHEDS, (xiii) mishandling, maintenance, storage, abuse, repair, or negligence of FIBERWOOD SHEDS by the buyer or any other person, (xiv) normal wear and tear, including normal surface wear, (xv) impact from objects, (xvi) any fastener recommended or not recommended by FIBERWOOD, (xvii) abrasive compounds with acidic or basic pH, strong solvents, metallic rust, concrete or masonry products, stucco, colored chalk, airborne or waterborne minerals, (xviii) abnormal residential use items or substances other than food and beverages, including but not limited to biocides, fungicides, plant food, and bactericides, (xix) damage from gouging, scratching, or puncturing the surface of FIBERWOOD SHEDS, using a metal shovel or any other cutting tool to remove snow or ice from the product surface, or in any other manner, and (xx) stains left by oil-based substances such as vegetable oil known to leave residues/stains if not cleaned immediately.

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

3.6 The finish or surface finish of FIBERWOOD SHEDS may eventually lose its pattern or wood grain even when used in a manner considered normal, 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 will be solely responsible for determining whether the FIBERWOOD SHED 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 SHEDS for or the actual performance, capabilities, or operation of FIBERWOOD SHEDS on the buyer's property or under the buyer's usage conditions.