

PACIFICTRIM™ WARRANTY

Seven (7) Year Limited Warranty

Terms and Conditions:

1. LIMITED WARRANTY COVERAGE:

Woodtone Industries (Woodtone) warrants (for installation within the U.S. and Canada) to the purchaser and all transferees prior to and including the first owner of the structure to which the Product is applied, and the first transferee of such structure (each a “covered person”) that when manufactured, PacificTrim™ Primer Coating (the “Product”), is free from major defects during manufacture. When used for its intended purpose, properly installed and maintained according to Woodtone’s published installation instructions, the Product (Primer Coating) for a period of 7 years from the date of purchase will be free from cracking, peeling and blistering. If during the Warranty period, the Product proves to be defective, Woodtone shall elect, at its sole discretion, to compensate the owners either by:

- Repair of the affected Product, or either furnish an equivalent amount of new paint to you to repair the product,

OR

- Cash payment to the owner equivalent to the reasonable cost an equivalent amount of new paint to you, to repair the affected Product with similar product, provided however, that the “reasonable cost” of repair or replacement shall not exceed two times the original Woodtone sales price of the affected Product. If the original retail cost cannot be established by the covered person, the cost shall be determined by Woodtone in its sole and reasonable discretion. Woodtone’s replacement or repair of the affected Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect. Woodtone will not refund or pay any costs in connection with labor, costs for removal, costs for replacement, costs for finishing, project delays or accessory materials.

2. CONDITIONS OF WARRANTY:

Woodtone’s liability hereunder to the covered person shall be subject to the following terms and conditions: A. The claimant must provide proof that he/she is a covered person. B. The Product must be stored according to the manufacturer’s instructions at all times between purchase and installation. C. The Product must be installed according to Woodtone’s printed installation, application and maintenance instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the Product per the manufacturer’s published instructions may effect Product performance and voids the Warranty. D. The covered person must provide written notice to Woodtone within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Woodtone to investigate the claim. Photos of the Product, showing the defect or failure are not only helpful, but also must accompany the notice, when appropriate. E. Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person’s own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Woodtone or Woodtone’s agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

3. EXCLUSIONS:

This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (c) of this warranty) and/or improper installation of studs or other accessories; **(b) extractive or knot bleeding; (c) variations in grain and color, knots, mineral streaks and pitch pockets;** (d) neglect; (e) abuse; (f) misuse; (g) repair or alteration; (h) settlement or structural movement and/or movement of materials to which the Product is attached; (i) damage from incorrect design of the structure; (j) exceeding the maximum designed wind loads; (k) acts of God including, but not limited to, hurricanes, tornadoes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (l) performance of any paints and/or coatings which are not Woodtone and/or Woodtone affiliated applied; (m) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mold or mildew are expressly excluded; (n) lack of proper maintenance; (o) any cause other than manufacturing defects attributable to Woodtone.

4. DISCLAIMER:

The statements in this Warranty constitute the only warranty extended by Woodtone for the Product. WOODTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, OR BY USAGE OF TRADE OR COURSE OF DEALING IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:

IN NO EVENT WILL WOODTONE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

6. MODIFICATIONS AND ALTERATIONS OF PRODUCT:

Woodtone shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

7. SETTLEMENT OF CLAIM:

Any refund or material replacement by Woodtone pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS:

Woodtone reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.