

# THERMALLY MODIFIED WOOD

## 20-YEAR LIMITED WARRANTY

**Important: This is your warranty certificate. Attach your invoice and proof of warranty.**

**WARRANTY** Therma Wood Technologies LLC (TWT) hereby warrants that its thermally modified wood products are manufactured in accordance with industry standards and will, as manufactured, not suffer from rot or fungal decay for a period of Twenty (20) years from the original date of purchase as long as the products have been installed and maintained as provided in the TWT Installation and Maintenance Guide.<sup>1</sup>

This limited warranty extends to the original purchaser of the products and to the owner of a structure on which the products were originally installed on the exterior of the structure (a "Qualified Owner"). This warranty is transferable and is limited to structures located within the continental United States, Alaska and Hawaii, and Canada.

**EXCLUSIONS** Any defect or damage to products due to rot or fungal decay resulting in whole or in part from any of the following conditions is NOT covered by this limited warranty:

- Products placed in or having contact with fresh or saltwater.
- Products removed from their original installation and re-used at a new location.
- Poor or improper maintenance of products such as allowing the accumulation of dirt and other organic matter to occur, or by a material change in the installation environment where the products are unnecessarily subjected to ground contact conditions, such as those created by water or soil entrapment.
- Use for any purpose for which the products were not designed.
- Failure to meet building code requirements or comply with the TWT Installation and Maintenance Instructions.
- Excessive moisture exposure due to the lack of proper protection of the products or inadequate insulation or ventilation.
- Abnormal use conditions, such as improper storage, handling, transportation, use, maintenance or installation; impact with other objects; earthquake, flood, fire, acts of God or nature; or any other cause beyond TWT's control including weather surface checks and variations or changes in the color of the products.
- Exposure or handling that is not consistent with good practices in the construction industry, including misuse and abuse and contact with or exposure to abnormal levels of moisture or insects, mold, mildew, fungi, algae, moss, bacterial growth, decay, rot or comparable conditions.

**CONDITIONS AND EXCLUSIVE REMEDIES** A Qualified Owner must give TWT written notice no later than sixty (60) days after discovery of any defect for which a warranty claim may be asserted. Such Qualified Owner must give TWT an additional thirty (30) days thereafter to inspect the products prior to any alteration or repair being made. If TWT's inspection confirms that a manufacturing defect has occurred which is covered by this warranty, TWT will provide such Qualified Owner with a sufficient quantity of replacement products. This warranty is limited to the delivery of such replacement products to such Qualified Owner free of charge, and does not include costs of removal and reinstallation of the products or any other cost. Excluding the express warranty granted in this document, TWT's products are sold "as is" and "with all faults". The foregoing remedy are TWT's only obligation relating to this limited warranty for its products and the sole and exclusive remedy of a Qualified Owner for any breach of this limited warranty.

**DISCLAIMER OF WARRANTIES** This limited warranty is the sole warranty given by TWT with respect to its products. TWT disclaims all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. This limited warranty supersedes all prior or contemporaneous oral or written representations concerning the products. No TWT employee or any other person is authorized to modify this limited warranty or make any warranty in addition to the limited warranty set forth in this document. All questions concerning the meaning or applicability of this limited warranty are to be decided under the law of the State of Montana without reference to its choice-of-law rules.

**LIMITATION OF REMEDIES AND DAMAGES** UNDER NO CIRCUMSTANCES WILL TWT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN ANY WAY RELATED TO A CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE STRUCTURE ON WHICH THE PRODUCTS ARE INSTALLED, DAMAGE TO OTHER PROPERTY, AND LOSS OF USE OF THE PRODUCTS OR OTHER PROPERTY. ANY ACTION OR SUIT RELATING TO THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN 90 DAYS AFTER THE CAUSE OF ACTION ACCRUES.

**REGISTRATION** For the foregoing limited warranty to be applicable and enforceable, please register your warranty within ninety (90) days of product purchase. For registration, please submit information on proof of purchase, full name, phone number, address and email address. For claims, please submit information on the number and size of pieces to be replaced, a clear photo of the item, proof of purchase, dated receipt, full name, phone number, address and email address. To transfer this limited warranty, please provide written notice to us within thirty (30) days after the date of transfer of ownership of the structure on which the products were originally installed. For registration, transfer or to make a warranty claim, please send your information to Therma Wood Technologies ([info@thermawoodtech.com](mailto:info@thermawoodtech.com)), or the retailer/distributor where the products were purchased.