



# Limited Warranty Against Wood Decay

## Natural Elements Ultra-Light Trim

WARRANTY APPLICABLE IN CANADA TO PRODUCTS SOLD THROUGH AUTHORIZED NATURAL ELEMENTS RETAILERS.

### DURATION AND SCOPE OF WARRANTY

- A. Subject to the terms and conditions of this limited warranty, CanWel Building Materials Ltd. (« CanWel ») warrants the Natural Elements Ultra Light Trim (« product ») against **wood decay** for a period of **fifteen (15) years** from the date of purchase.
- B. For the **first two (2) years** after the purchase date, CanWel, at its sole discretion, shall reimburse the original purchaser (« owner ») of the product (if not the homeowner and if the product is still owned by the original purchaser) or the first owner of the residential unit (« building »), on which the product is first applied, as the case may be, for: (i) the cost of purchase of a sufficient amount of stain and the labour if needed to retouch the damaged surface, or (ii) shall supply the necessary replacement product, without exceeding the initial cost of purchase of the product or quantity, in CanWel's sole discretion.
- C. During the remaining thirteen (13) years of the warranty, CanWel's sole responsibility is to replace the product damaged by wood decay.
- D. This warranty is limited and specifically excludes any other damage, of whatever nature, including the cost of labour if needed (except what is provided for the first two (2) years of warranty as mentioned above), installation or reinstallation costs and other direct or indirect damage, real or anticipated, present or future.
- E. By purchasing the product, the owner accepts the terms and conditions of this warranty, which replaces any other representation, warranty or condition, explicit or implicit, statutory or other. The terms of this warranty are only available to first homeowner and are not transferable other than from an installer who purchased the product for the homeowner to the first subsequent owner.

### CONDITIONS OF THIS WARRANTY

- A. This Limited Warranty Against Wood Decay is conditional upon compliance with proper and regular best practice maintenance, building codes, law and regulation applicable in your region (« codes »). Failure to comply with any of these requirements, the terms and conditions set out herein or codes will void the warranty.
- B. This Limited Warranty against Wood Decay is also conditional on compliance with the written notice and claim requirements set forth below and Natural Elements product representative performing an inspection prior to any repairs being made to confirm that the product has wood decay. Failure to comply with these requirements will void the warranty in its entirety.
- C. This Limited Warranty against Wood Decay is entirely conditional upon registration within thirty (30) days of purchase, not the date of installation. In order to register, the owner must provide all details of the purchase, including a copy of the invoice, date of purchase, name of vendor, name of warranty holder, address of installation, with accompanying purchase receipt within thirty (30) days of purchase, by email to the following address: [naturalelements@canwel.com](mailto:naturalelements@canwel.com). An authorized transferee of the warranty must also register the transfer by providing all of the original registration information required above along with same information applicable to the transferee, within thirty (30) days in order for the warranty to be valid. **FAILURE TO PROPERLY REGISTER VOIDS THIS WARRANTY IN ITS ENTIRETY.**

### EXCLUSIONS

- A. If a product is found to be unsatisfactory prior to installation, for whatever reason, it must not be installed and CanWel must be contacted immediately. Installation of the product constitutes full and complete acceptance of the product by the client and CanWel will not be held liable, in any way, if a defective or non-standard product is installed. CanWel shall not be liable for any consequential or special damages, or for other expenses (material, labour or any other expenses) which may arise in connection with this warranty under any legal theory of loss or damage, howsoever arising.

- B. This warranty shall be void if the product is immersed in water or comes into direct contact with the ground or adjacent horizontal structures, including a house boat and/or boat house.
- C. This warranty does not cover any other damages other than wood decay; excluded items include, but are not limited to, defects due to (a) improper handling, faulty installation, improper ventilation and drainage, improper storage or defective building design; (b) repairs and/or altering of the product; (c) touch-up misapplication; (d) movement of the structure to which the product is installed; (e) wear and abrasion caused by the combined effects of the wind and salt air, the wind and sand or the wind and snow/ice; (f) acts of God such as, but not limited to, extreme weather, hurricanes, tornadoes, floods, earthquakes, and sleet and hail; (g) growth of mould and/or mildews and/or stains caused by bleeding or other extractives from wood or any other biological agent on any surface of the product; (h) texture variation in this product which is normal and random and can affect the finish of the product therefore, there may be variability in the substrate.
- D. The owner recognizes that the product is subject to naturally occurring variations (contraction/expansion, texture, minor dimensional differences), which are not covered by this Limited Warranty Against Wood Decay.
- E. The product is for vertical installation only. Product installed to non-vertical surfaces such as sloping or angled walls are not covered by any warranty.
- F. Due to the particular weather conditions such as encountered in remote locations, northern regions of Canadian provinces, the Territories, the Iles-de-la-Madeleine and similar islands, this warranty is applicable only for the first two (2) years, ask a CanWel representative for details.

### SUBMITTING A CLAIM

- A. The owner must contact CanWel within thirty (30) days following the discovery of any product failure or defect covered by this warranty. The claimant is responsible for providing the information and supporting documents needed by CanWel's representative to investigate the claim. If a claimant has not registered in accordance with the terms set out herein, they will not be a covered owner under this warranty.
- B. Any claim under this warranty made by the owner, must be made in writing during the period covered by the warranty and must include the original invoice from the authorized retailer of the product. The quantity of replacement product will correspond to the quantity of product damaged by wood decay.
- C. Upon reasonable notice, the owner must allow CanWel's agents to enter the property and building on which the product(s) is applied to inspect such product(s). For the avoidance of any doubt, such an inspection may require the removal of some of the product from the building to which it has been installed on.
- D. Any settlement between CanWel and the owner regarding the refund, material replacement or corrective action constitutes a full settlement and release of all claims relating to this warranty.
- E. In the event that the claimed product is no longer offered, CanWel reserves the right to provide another product of equivalent value.

\* REFER TO THE BUILDING CODE INSTALLATION STANDARDS IN EFFECT IN YOUR AREA.

THIS WARRANTY IS GOVERNED BY THE LAWS IN FORCE IN THE PROVINCE OF BRITISH COLUMBIA AND MUST BE INTERPRETED ACCORDING TO THOSE LAWS. ANY DISPUTE BETWEEN THE PARTIES WILL BE HEARD BY THE COURTS OF THE JUDICIAL DISTRICT OF BRITISH COLUMBIA, TO THE EXCLUSION OF ANY OTHER COURT.

JUNE 2022



### Scan for product and warranty information

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