

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

ProWood, LLC ("ProWood") provides this Limited Color Warranty (the "Warranty") for its ProWood® color-treated products (the "Product") when installed in standard single-family residential dwellings located within the United States of America. This Warranty is extended solely to, and is valid only for: (a) the owner of the residence at the time the Product was first installed; or (b) the first purchaser of the residence from the builder or contractor who originally installed the Product (collectively, the "Original End-User"). This Warranty is non-transferable and may not be assigned or enforced by any subsequent owner or third party.

WARRANTY COVERAGE

Subject to the terms, conditions, exclusions, and limitations set forth herein, ProWood warrants to the Original End-User as follows:

Vertical Applications: For a period of five (5) years from the date of the original purchase, the Product will not exhibit a Significant Color Change when used in vertical applications, including but not limited to fencing and siding.

Horizontal Applications: For a period of two (2) years from the date of the original purchase, the Product will not exhibit a Significant Color Change when used in horizontal applications, including but not limited to decking, benches, and steps.

If, during the applicable warranty period, ProWood determines, in its sole discretion, that the Product fails to conform to this Warranty, ProWood shall, at its option, either: (a) provide sufficient replacement Product for the affected Product; or (b) refund the original purchase price of the affected Product, as shown on the original invoice or receipt.

DEFINITION OF SIGNIFICANT COLOR CHANGE

For purposes of this Warranty, "Significant Color Change" means a material and non-uniform change in the original color of the Product that is not attributable to fading or other changes resulting from the natural characteristics of wood.

The intent of this Warranty is to assure the Original End-User that, during the applicable warranty period, ProWood color-treated products will not experience a substantial loss of color, as may occur with certain other wood products. ProWood color-treated products are resistant to fading; however, they are not impervious to color change. Natural color variations are inherent to wood products and are to be expected. Such variations may include differences between wood species, as well as individual board characteristics, including but not limited to heartwood, knots, and sapwood. These natural variations do not constitute a Significant Color Change and are not covered by this Warranty.

EXCLUSIONS AND LIMITATIONS

This Warranty does not cover, and ProWood shall have no responsibility for, any Product damage, defect, condition, or failure arising from or attributable to:

- Failure to strictly comply with any installation, care, maintenance, or usage instructions, guidelines, or product literature;
- Environmental or biological conditions, including fungi, mold, mildew, algae, moss, bacteria, or similar conditions;
- Natural weathering or the physical properties of wood, including raised grain, splitting, checking, twisting, warping, shrinkage, swelling, or similar conditions;
- Foreign substances or chemical or biological agents, including corrosion or metallic rust from fasteners or other materials, cleaning solutions, sap, or other corrosive compounds;
- Foundation piles, poles, or supports in pole-frame structures;
- Tree, vine, or plant supports;
- Any application involving immersion of the Product in water;
- Products that have been milled, cut, or otherwise altered after treatment;
- Scratches, animal damage, misuse, mistreatment, physical abuse, vandalism, or accidental damage beyond ProWood's control;
- Failure to take reasonable and timely steps to prevent or mitigate damage, including allowing dirt or organic matter to accumulate;
- Installation of Products with damage or defects that were known or reasonably discoverable prior to installation;
- Failure to comply with applicable laws, codes, regulations, ordinances, standards, or generally accepted construction practices;
- Improper storage, handling, installation, use, maintenance, repair, alteration, or modification of the Product;
- Acts or omissions of any person or entity other than ProWood;
- Acts of God or extreme weather events, including flooding, hurricanes, earthquakes, lightning, tornadoes, hail, fire, or other severe conditions; or
- Any use of the Product other than as specified under the applicable usage designation set forth on the end tag attached to each piece of treated wood.

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LIMITATION OF REMEDIES AND LIABILITY

IN ADDITION TO THE FOREGOING EXCLUSIONS, THIS WARRANTY DOES NOT COVER, AND PROWOOD EXPRESSLY DISCLAIMS, ANY COSTS OR EXPENSES ASSOCIATED WITH THE REMOVAL, DISPOSAL, INSTALLATION, OR REINSTALLATION OF ANY PRODUCT, INCLUDING WITHOUT LIMITATION LABOR, HANDLING, OR OTHER INCIDENTAL COSTS. PROWOOD'S SOLE AND EXCLUSIVE OBLIGATION, AND THE ORIGINAL END-USER'S SOLE AND EXCLUSIVE REMEDY, UNDER THIS WARRANTY SHALL BE LIMITED, AT PROWOOD'S SOLE DISCRETION, TO THE REPLACEMENT OF THE AFFECTED PRODUCT OR REFUND OF THE ORIGINAL PURCHASE PRICE AS SHOWN ON THE ORIGINAL INVOICE OR RECEIPT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROWOOD SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DAMAGE TO STRUCTURES OR OTHER PROPERTY, OR LOSS OF USE OF THE PRODUCT. ANY ACTION OR SUIT ARISING OUT OF OR RELATING TO THIS WARRANTY MUST BE COMMENCED WITHIN NINETY (90) DAYS AFTER THE CAUSE OF ACTION ACCRUES.

THIS WARRANTY SETS FORTH PROWOOD'S ENTIRE RESPONSIBILITY AND THE ORIGINAL END-USER'S SOLE AND EXCLUSIVE REMEDY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROWOOD MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CLAIM PROCEDURE

All claims under this Warranty must be submitted by the Original End-User in writing within thirty (30) days after actual or constructive discovery of the claimed defect or failure. A complete warranty claim must include: (a) a written description of the alleged defect or failure; (b) photographs clearly depicting the condition of the Product; and (c) proof of purchase in the form of the original invoice or receipt.

Claims must be submitted by mail to:

ProWood, LLC
Attn: Warranty Claim
2801 East Beltline Ave NE
Grand Rapids, MI 49525

Before honoring any claim, ProWood must be given a reasonable opportunity to investigate, which may include inspection of the Product and collection of samples or photographs. Any repair, replacement, disassembly, or disposal of the Product prior to ProWood's inspection shall void coverage under this Warranty.

Acceptance of any refund or replacement Product pursuant to this Warranty shall constitute a full and final release of ProWood, its parents, subsidiaries, affiliates, and their respective officers, directors, and employees from any and all claims arising out of or relating to the Product.