

NEXWOOD LIMITED WARRANTY FOR TONGUE & GROOVE DECK BOARDS

DATE: _____

If you live in Canada or the United States and you are the **original consumer purchaser**, (i.e. the homeowner, not the supplier, installer or contractor) of a Nexwood 5/4 tongue and groove deck boards (the "Product", you are entitled to the benefits of this limited warranty:

ORIGINAL PURCHASER (the "Purchaser"): _____ PHONE: _____

ADDRESS: _____
 (STREET) (CITY) (PROV. OR STATE) (POSTAL/ZIP CODE)

NAME OF INSTALLER: _____ COMPANY: _____ PHONE: _____

ADDRESS: _____
 (STREET) (CITY) (PROV. OR STATE) (POSTAL/ZIP CODE)

Nexwood Industries Ltd. (the "Company") warrants the Product purchased in Canada or U.S.A. to be free from manufacturing defects as defined herein, following the date of purchase, subject to all of the following conditions:

- 1 For a period of ten (10) years after the purchase of the Product with proof of dated purchase receipt, if the Product manifest signs of splitting, rot, and/or termite attack (the "manufacturing defects") and if, after examination upon receipt by the Company of the alleged defective Products, freight prepaid by the Purchaser, it is reasonably determined that the manufacturing defects are caused by or result from defective Products, then the Company agrees to replace the Product. (Labor, installation and any other similar costs are excluded specifically). The Nexwood residential limited warranty is non-transferable.
- 2 This Limited Warranty excludes the following:
 - A. Damage caused by or resulting from failure to comply with the Company's installation instructions and/or otherwise resulting from faulty installation of the Product; or
 - B. Damage resulting from movement and/or collapse of the ground or structure on which the Product are installed; or
 - C. Fading of original color due to natural weathering; or slight variations in color due to use of recycled plastics in the Product; or customer misuse causing stains.
 - D. Commercial use of Nexwood.

REPLACEMENT PRODUCT VARIATIONS

As a result of Nexwood's continuing efforts to improve its Product, certain colors or patterns may be changed or discontinued. If Nexwood replaces any Product under this warranty, it reserves the right to provide the purchaser with substitute product that are comparable only in quality and price to the original Product. Nexwood is not liable to the purchaser if any future replacement product varies in color because of normal weathering or changes in its product line.

REGISTRATION AND CLAIM PROCEDURE

- A. All claims of alleged manufacturing defects shall be submitted in writing within thirty (30) days of discovery thereof. Claims shall be addressed to the Company at 1327 Clark Boulevard, Brampton, ON Canada L6T 5R5.
- B. No warranty claim shall be honored without presentation of this Limited Warranty, proof of purchase, and submission of "certificate of installation" (if one should apply).

LIMITATIONS

THIS NON-TRANSFERABLE LIMITED WARRANTY STATES THE ENTIRE LIABILITY OF THE COMPANY WITH RESPECT TO THE PRODUCT. THE PURCHASER'S REMEDY FOR DEFECTIVE PRODUCTS IS FULLY DESCRIBED IN THE PRECEDING SECTIONS. THE PURCHASER IS NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THOSE SECTIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGE TO THE PURCHASER'S HOME OR TO ITS CONTENTS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE IS SPECIFICALLY EXCLUDED AND DISCLAIMED BY THE COMPANY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF NEGLIGENCE, BREACH OF THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY, AND SUCH DAMAGES ARE SPECIFICALLY EXCLUDED FROM THIS WARRANTY.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

TO VALIDATE YOUR WARRANTY:

Within 90 days of original purchase, please return a completed copy of this warranty along with a copy of your dated proof of purchase of the Product to: **Warranty Registration, Nexwood Industries Limited, 1327 Clark Boulevard, Brampton, Ontario, L6T 5R5, Canada.**