

## 10 YEAR LIMITED WARRANTY STATEMENT FOR **S B P** PRIMED FINGERJOINT TRIM BOARDS

**Limited Warranty:** For all SBP branded primed fingerjoint trim boards (the "Product"), SBP (as defined below)<sup>1</sup> provides this limited nontransferable warranty only to the First Owner (as defined below)<sup>2</sup> as follows, subject to the exclusions, limitations and conditions set forth below: the Product, for a period of ten (10) years from the date of sale of the Product by SBP, will be free of defects in material and workmanship which cause (i) surface mold on the wood substrate beneath the coating, (ii) delamination, (iii) separation of the primer from the substrate resulting in improper paint adhesion, or (iv) excessive swelling from moisture ("Limited Warranty"). This Limited Warranty may not be transferred in whole or part to any person or entity, including to any subsequent owner or tenant of the real property or structure on which the Product was installed ("Structure"). By purchase, acceptance, receipt, or use of the Product, the First Owner and any other person or entity in the chain of distribution and title of the Product from SBP to First Owner accepts the terms, conditions, limitations and exclusions contained in this Limited Warranty Statement.

**Warranty Conditions:** For the preceding Limited Warranty to apply, the following conditions must be strictly met and satisfied:

- The Product must have been stored, handled, installed, finished, and maintained in accordance with SBP's instructions at the time of installation, including the SBP Fingerjoint Trim Board Storage, Handling and Installation Instructions; and
- The First Owner must (i) notify SBP promptly after the discovery of the nonconformity, (ii) provide reasonably detailed documentation (including photographs) describing the defect and any additional information that SBP reasonably requests, and (ii) follow SBP's instructions, which may include allowing SBP access to inspect the Product on site.

**Warranty Exclusions:** The preceding Limited Warranty does not apply to:

- Normal wear and tear, natural weathering, or neglect;
- Misuse or abuse, improper handling or storage, or failure to follow installation, storage, care, and maintenance instructions;
- Product installed in direct contact with wet cement, soil, or other moist materials or Product submerged in water;
- The performance or appearance of any top-coat system;
- Any uncoated substrate, whether resulting from the cutting process, nail holes or other cause (substrate must be coated with an exterior grade topcoat to avoid moisture penetrating into the substrate);
- Negligent or improper construction of the Structure;
- Acts of God or accidental occurrences, including wind, fire, lightning, ground subsidence or settlement, earthquake, flood, landslide, falling trees, hail, or snow;
- Failure of any other building materials used in the Structure, whether caused by improper installation, defective material or other cause;
- Defects in materials or work from anyone other than SBP;
- Any minor or aesthetic deterioration that does not significantly affect the functionality of the Product, such as owner or contractor applied top coat paint peeling, surface mold, or discoloration; and
- Any damage caused by the failure to take reasonable or timely steps to prevent or mitigate damages.

**Exclusive Remedy and Warranty; Disclaimer of other Warranties:** If Product fails to conform to the preceding Limited Warranty, SBP will investigate and, in the event of a breach of the Limited Warranty as determined by SBP in its discretion, SBP will select and provide to First Owner conforming Product to replace nonconforming Product (or if a replacement Product of the same configuration is not reasonably available, SBP may elect to replace nonconforming Product with a substantially similar product), provided, however, this remedy does not cover, and SBP is not liable or responsible for, the cost of transportation of replacement Product or any labor costs arising from the nonconforming Product or breach of the Limited Warranty, including labor costs associated with removal, repair and disposal of nonconforming Product or the installation of replacement product.

THE LIMITED WARRANTY SET FORTH ABOVE IS THE SOLE WARRANTY THAT SBP AND ITS AFFILIATES MAKE FOR THE PRODUCT, AND THE REMEDY SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE REMEDY AND SBP'S SOLE LIABILITY FOR ANY BREACH OF WARRANTY. SBP DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL WARRANTIES OTHERWISE ARISING FROM COURSE OF

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<sup>1</sup> "SBP" means U.S. Lumber Group, LLC or its affiliate, as the case may be, that directly sold the Products to the First Owner.

<sup>2</sup> "First Owner" means: the owner-of-record of the real property on which the Product was installed at the time the Products were installed; or if the Product was installed by a builder-contractor-owner in connection with new construction on real property then owned by the builder-contractor-owner, the first owner-of-record that acquired the real property from the builder-contractor-owner.

PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. ANY AND ALL IMPLIED CONDITIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY ALSO DISCLAIMED AND EXCLUDED, PROVIDED, HOWEVER, TO THE EXTENT THAT SUCH IMPLIED CONDITIONS OR WARRANTIES ARE, BY LAW, INCLUDED WITHIN THE TERM OF THE ABOVE STATED EXPRESSED LIMITED WARRANTY, SUCH IMPLIED CONDITIONS OR WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF THE LIMITED WARRANTY SET FORTH ABOVE.

**Limitation of Liability:** SBP AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, ENHANCED, OR PUNITIVE DAMAGES, FOR ANY LOSS OF PROFITS, REVENUE, OR GOODWILL, OR FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE PAID TO SBP FOR THE PRODUCT GIVING RISE TO THE CLAIM, REGARDLESS OF WHETHER DUE TO ANY DEFECT IN THE PRODUCT, INABILITY TO USE THE PRODUCT, BREACH OF THIS LIMITED WARRANTY, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON AND REGARDLESS OF WHETHER LIABILITY OR REMEDIES ARISE IN CONTRACT, WARRANTY, TORT (INCLUDING THE NEGLIGENCE OF SBP), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, STATUTE OR ANY OTHER THEORY OR CAUSE OF ACTION, WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER OR NOT THE FIRST OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**Governing Law:** This Limited Warranty Statement and all disputes arising out of or related to this Limited Warranty Statement or the Product shall be exclusively governed by and construed under the laws of the State of Georgia, without regard to its choice-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and will not apply.

**Severability; Entire Agreement:** First Owner may have other rights which vary by applicable state or province. The provisions of this Limited Warranty do not preclude the operation of any applicable state or provincial law which in certain circumstances may not allow some of the limitations and exclusions described in this Limited Warranty Statement. If any part of this Limited Warranty Statement is found to be void or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of this Limited Warranty Statement. The use of "including" and similar words and phrases shall be deemed to mean "including but not limited to," and are used in an illustrative sense and not a limiting sense. This Limited Warranty Statement contains the complete and exclusive agreement concerning the Product and supersedes any and all prior representations and agreements, including any oral representations.