



SilvaStar Building Products (“SilvaStar”) Warranty for SilvaPost® Products

Effective: January 2025

SilvaStar warrants that its SilvaPost® products will be free from manufacturing defects and complete joint separation affecting structural capability for a period of twenty (20) years from the date of purchase (the “Limited Warranty”), subject to the terms and conditions set forth below. This Limited Warranty applies to the original purchaser of the SilvaPost® products (the “Original Purchaser”) and any subsequent owner of the building or structure in which the SilvaPost® products have been installed (each, an “Owner”).

1. LIMITED WARRANTY COVERAGE AND EXCLUSIONS

This Limited Warranty guarantees that the SilvaPost® products are free from manufacturing defects and joint separation causing structural failure only. The Limited Warranty does not apply to, and expressly excludes, damage resulting from any of the following:

- **Improper Handling, Use, Installation, or Maintenance:** This includes placing the SilvaPost® product in contact with the ground or below ground level, installation or use inconsistent with applicable building codes, or failure to follow SilvaStar’s Handling & Installation Instructions and Care and Maintenance Guide (including installing base trim that does not direct moisture away from the base of the post).
- **Natural Wood Characteristics:** This includes extractive or knot bleeding, variations in grain and color, knots, mineral streaks, pitch pockets, and issues with paint adhesion on knots. It also includes damage from natural wood characteristics such as warping, twisting, splitting, checking, and rot. Cosmetic issues, such as color appearance changes, fading, extractive bleeding, or tannin stains, which are natural and not defects, are also excluded.
- **Failure to Seal Cuts or Top-Coat Post:** The failure to properly seal or top-coat cuts on SilvaPost® products according to SilvaStar’s Handling & Installation Instructions, or failure to apply an exterior-grade top-coat paint or similar product per the top-coat manufacturer’s specifications.
- **Improper Further Processing or Alteration:** This includes trimming, gluing, moving the product from its original location, or making alterations that do not comply with SilvaStar’s requirements for construction and finish.
- **Exposure to Environmental Conditions:** Damage from exposure to extreme weather, acts of God, fire, water immersion, prolonged exposure to the elements, insects, termites, or mold.

- **Improper Shipping, Handling, Installation, Storage, or Maintenance:** This includes failure to follow instructions, neglect, accidental damage, or misuse (including scratches, dents, and abrasions).
 - **Use of SilvaPost® for Non-Approved Applications:** SilvaPost® is not covered for use in applications other than its intended use as a structural post in dry service conditions (e.g., a front or back porch) and within the stated engineered ratings. This includes exceeding maximum designed wind loads, settlement or structural movement, or other issues resulting from age or normal use. Any damage resulting from the above is NOT covered by this Limited Warranty.
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2. ADDITIONAL EXCLUSIONS

This Limited Warranty shall become null and void under the following circumstances:

- **Pressure Treating or Alteration:** If the SilvaPost® products are subjected to any pressure-treating process, or are altered, modified, or reshaped in any way from their original form.
 - **Exposure to Harmful Chemicals or Abuse:** Damage caused by exposure to harmful chemicals, fumes, vapors, salt spray, air pollutants, vandalism, or other misuse.
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3. REMEDIES

The sole and exclusive remedy under this Limited Warranty is the replacement of the SilvaPost® product at no cost to the Owner. The replacement product will be provided in accordance with the terms of this Limited Warranty.

4. EXCLUSION OF REMEDIES

SilvaStar shall not be responsible or liable for any costs associated with the installation, removal, painting, or shipping of damaged SilvaPost® products. Under no circumstances will SilvaStar be liable for any special, indirect, incidental, or consequential damages resulting from any defect in or damage to the SilvaPost® products, including, but not limited to, loss of use, personal injury, inconvenience, or loss of business profits, whether or not foreseeable.

5. OBLIGATIONS OF THE OWNER

To be eligible for warranty coverage, the Owner must:

- **Notify SilvaStar in writing of the damage within thirty (30) days of discovering the damage.**
- **Provide proof of purchase, which must show that the SilvaPost® product was purchased within the twenty (20) year period immediately preceding the damage. Proof of purchase can include receipts, invoices, records of installation, building permits, or a record of home purchase.**

6. WARRANTY PERIOD FOR REPLACEMENT PRODUCT

If SilvaStar replaces a product under this Limited Warranty, the warranty period for the replacement product will begin anew, with a new twenty (20) year period starting from the date of delivery of the replacement product. The original warranty period will no longer apply to the replaced product.

7. EXCLUSION OF IMPLIED WARRANTIES

The Limited Warranty is the only warranty provided by SilvaStar with respect to SilvaPost® products. It expressly excludes all other warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Replacement of the damaged SilvaPost® product, as outlined above, constitutes the fulfillment of all of SilvaStar's obligations and liabilities with respect to the product, whether under contract, negligence, strict liability, or otherwise. No other person or entity is authorized to create any other obligation or liability on behalf of SilvaStar regarding the SilvaPost® products.