

# EVERWOOD WARRANTY COVERAGE

## 15-Year Warranty Certificate

Highwood USA LLC warrants to the original purchaser ("Purchaser") that Everwood product shall be free from material defects in workmanship and materials, and shall not crack, splinter, rot or suffer water damage or structural damage from termites or fungal decay. If a defect occurs within 15 years from the date of original purchase under normal conditions of use, Purchaser shall notify Highwood USA in writing and, upon confirmation by an authorized Highwood USA representative of the defect, Highwood USA's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation or any other costs relating to the use of Everwood material within a project). Highwood USA shall not be liable for any installation or reinstallation costs. The Warranty Certificate is not transferable.

## Warranty Process

To make a claim under this limited warranty for the repair or replacement of Everwood product, the Purchaser must send to Highwood USA, within the warranty period specified above, a description of the claimed defect, photographs clearly showing the claimed defect, proof of purchase indicating the date of purchase and showing sufficient Everwood product was purchased to cover the amount claimed to be defective, and—if requested—the defective Everwood product to: Highwood USA LLC, 87 Tide Road, Tamaqua, PA 18252.

## Warranty Limitations

This Warranty Certificate sets forth Highwood USA's only warranty obligation with respect to the Everwood product and is in lieu of all other warranties oral or written, express or implied. Highwood USA makes no warranty of merchantability or fitness for a particular purpose with respect to the Everwood product, and Highwood USA shall not be liable for incidental, special, consequential or other similar damages arising out of any breach of this Warranty.

Highwood USA does not warrant against and is not responsible for any condition attributable to: (1) normal wear and tear and weathering of the Everwood product; (2) improper installation of Everwood products and/or failure to abide by Highwood USA's installation guidelines, including but not limited to improper spacing, support and fastening of the material; (3) use of Everwood products beyond normal "non-structural" use, or in an application not recommended by Highwood USA's guidelines and local building codes; (4) movement, distortion, collapse or settling of the ground or the supporting structure on which Everwood products are installed; (5) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, solvent exposure, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); or (6) improper handling, storage, abuse or neglect of Everwood products by Purchaser or third parties.

No person or entity is authorized by Highwood USA to make and Highwood USA shall not be bound by any statement or representation as to the quality or performance of Everwood products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Highwood USA and Purchaser.

EXCEPT AS SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO EVERWOOD PRODUCTS. HIGHWOOD USA EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE. UNDER NO CIRCUMSTANCES WILL HIGHWOOD USA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND HIGHWOOD USA'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. This warranty provides specific legal rights, and other rights that vary from state to state may also apply.

