

# 10-YEAR LIMITED WARRANTY

## AbsolutePost™ by Woodtone

Effective: July 2019

W.I. Woodtone Industries Inc. ("Woodtone") warrants its AbsolutePost™ products to be free of manufacturing defect and joint separation for a period of ten (10) years after purchase (referred to herein as the "Limited Warranty"), subject to the terms and conditions set out below. The Limited Warranty applies to the original purchaser of the AbsolutePost™ products and to any owner of the building or other structure in which the AbsolutePost™ products have been installed (each, an "Owner").

### 1. WARRANTY COVERAGE AND EXCLUSIONS

The Limited Warranty provides a warranty that the AbsolutePost™ products are free from manufacturing defect and joint separation only.

The Limited Warranty shall NOT apply to and expressly EXCLUDES damage resulting from any of the following:

- a) improper handling, use, installation, or maintenance including, but not limited to, handling, use, installation or maintenance which places an AbsolutePost™ product in contact with the ground or below ground level, is inconsistent with applicable building codes, and/or is not in accordance with Woodtone's Handling & Installation Instructions, as modified from time to time;
- b) **extractive, knot bleeding, variations in grain and color, mineral streaks and pitch pockets; paint adhesion on knots;**
- c) failure to properly top-coat AbsolutePost™ according to Woodtone's Handling & Installation Instructions;
- d) the natural characteristics of wood, including, but not limited to splitting, checking, and rot;
- e) exposure to the elements, acts of God, fire or natural disaster, accident, or abuse.

Any damage resulting from any of the foregoing is NOT the responsibility or liability of Woodtone and is NOT covered by the Limited Warranty.

### 2. ADDITIONAL EXCLUSIONS

The Limited Warranty shall become immediately null and void in the following circumstances:

- a) AbsolutePost™ products are subjected at any time to any pressure treating process of any kind;
- b) AbsolutePost™ products are in any manner whatsoever altered, modified, improved, enhanced or otherwise reshaped, re-manufactured, reprocessed or reconfigured from their original characteristic, shape and form.

### 3. REMEDIES

The Limited Warranty provides for the replacement of AbsolutePost™ products free of charge ONLY and such replacement shall be the Owner's sole and exclusive remedy.

### 4. EXCLUSION OF REMEDIES

There shall be no responsibility or liability on the part of Woodtone for costs in respect of the damaged AbsolutePost™ product relating to installation, removal, painting or shipping. Under no circumstances will Woodtone be responsible or liable for any special, indirect, incidental, or consequential damages resulting from any damage to or defect in the AbsolutePost™ products purchased by the Owner, including, but not limited to, any loss or liability for personal injury, inconvenience, loss of use or for business profits, whether or not foreseeable.

## **5. OBLIGATIONS OF OWNER**

Any Owner seeking entitlement to the Limited Warranty must give written notice to Woodtone of the damage to the AbsolutePost™ product within thirty (30) days of discovering same; PROVIDED, HOWEVER, such discovery shall not be nor be deemed to be conclusive evidence that the damage occurred within the preceding ten (10) year period. To receive entitlement to the Limited Warranty, proof of purchase must be established by the Owner at the time of claim as evidence that the AbsolutePost™ product was purchased by the Owner within the ten (10) year period immediately preceding the occurrence of the damage to the AbsolutePost™ product. The Owner may establish proof of purchase by keeping any records or receipts which prove when the AbsolutePost product was purchased such as purchase invoices and receipts, records of installation, building permit or record of home purchase.

## **6. WARRANTY PERIOD FOR REPLACEMENT PRODUCT**

The replacement of AbsolutePost™ products under the terms of this Limited Warranty shall serve to negate the original warranty period in respect of the original AbsolutePost™ products subject to replacement and create a new warranty period of ten (10) years commencing on the date on which the replacement AbsolutePost™ products are delivered to the Owners.

## **7. EXCLUSION OF IMPLIED WARRANTIES, ETC.**

THE LIMITED WARRANTY PROVIDED HEREIN IS THE ONLY WARRANTY THAT APPLIES TO THE AbsolutePost PRODUCTS AND EXPRESSLY EXCLUDES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REPLACEMENT OF THE DAMAGED AbsolutePost™ PRODUCT IN THE MANNER AND UNDER THE TERMS AND CONDITIONS STATED ABOVE SHALL CONSTITUTE FULFILLMENT OF ALL OF WOODTONE'S OBLIGATIONS AND LIABILITIES TO ANY PERSON WITH RESPECT TO THE AbsolutePost™ PRODUCT, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. NO PERSON OR ENTITY IS AUTHORIZED TO CREATE FOR US ANY OTHER OBLIGATION OR LIABILITY TO ANY PERSON RELATING TO THE AbsolutePost™ PRODUCT.

Except as set forth herein, no other warranty has been made or will be made on behalf of Woodtone with respect to the AbsolutePost™ products.