

30 YEAR PRORATED LIMITED WARRANTY

1. Transferable Warranty Coverage – Limited Warranty

Collins Products (“CP”) warrants to the original purchaser and any subsequent owner (collectively, “Owner”) of a structure on which TruWood Lap Siding (collectively, “Product”) has been installed that the Product was manufactured to meet or exceed the specifications set forth in ANSI-CPA 135.6.

Subject to §3 and §4 below, CP warrants the Product, exclusive of factory applied coatings, against defects in material, workmanship and buckling (defined as more than 1/4” deflection between studs installed at 16” on center) of the basic structure for 30 years from the earlier of the sale of the Product or the completed installation (“Product Warranty Period”) as long as the Product has been stored, handled, installed, finished, and maintained in accordance with the Product’s installation instructions and care and maintenance recommendations in effect at installation (collectively, “CP Instructions”).

Subject to §3 and §4 below, CP warrants the factory-applied primed coatings (collectively, “Coating”), exclusive of the Product, against defects in material and chipping, peeling and blistering for 5 years from the earlier of the sale of the Product or the completed installation as long as the Product has been stored, handled, installed, finished, and maintained in accordance with the CP Instructions.

2. Warranty Remedies – THIS SECTION PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ANY OWNER.

If any Product or Coating fails to perform as warranted (or fails to perform in accordance with any implied warranty not disclaimed herein), CP will, at its option, either (i) provide labor and materials necessary to replace the defective Product or (ii) reimburse Owner in an amount equal to the purchase price paid (including installation costs) less that amount directly attributable to use by Owner prior to the discovery of the non-conformance. Unless expressly prohibited by applicable laws, any reimbursement by CP shall nonetheless not exceed 3 times the original purchase price of the Product (“Reimbursement Limit”) during the first 5 years of the Product Warranty Period and shall further be reduced by 4% per year for the remainder of the Product Warranty Period.

In connection with any dispute under this §2, Owner shall have the burden of proof that the Product has been stored, handled, installed, finished, and maintained in accordance with the CP Instructions.

Notwithstanding anything to the contrary herein, as an express condition of this warranty, Owner, prior to undertaking any repair or replacement of any affected Product and prior to exercising any rights set forth in §5, must (i) notify CP, in writing, within 60 days of first discovering the condition, at the address in §5 and provide annotated photographs, and (ii) allow CP a reasonable period of time (not to exceed 60 days from CP’s receipt of the notice) to inspect and/or investigate the Product’s condition. Subject to the foregoing, all claims under this warranty must nonetheless be submitted to CP in writing within 30 years of the date the Product was originally installed or sold (whichever is earlier).

3. EXCLUSION OF ALL OTHER WARRANTIES – EXPRESS OR IMPLIED

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. CP SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CP UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT EXCEPT AS PROVIDED HEREIN. CP ASSUMES NO RESPONSIBILITY THAT THE PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE EXCEPT AS OTHERWISE PROVIDED HEREIN. IF CP CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW THEN, IF POSSIBLE, ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE UPON EXPIRATION OF THE PRODUCT WARRANTY PERIOD. NO CP RESELLER, AGENT, DISTRIBUTOR, SUPPLIER OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

4. EXCLUSION OF ALL OTHER REMEDIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CP IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS.

This warranty does not cover damage to the Product due to: (i) misuse, abuse or improper transportation, storage, handling, installation, painting, refinishing, or maintenance; (ii) alterations to the structure after the original installation of the Product; (iii) design, application, or construction of the structure on which the Product is installed; (iv) failure to comply with applicable building codes and accepted building practices; (v) use of ripped siding as trim; (vi) prolonged contact with accumulated water due to wall, roof, door, window, deck or any other water infiltration leaks, ineffective vapor barriers or failure to maintain the Product; (vii) performance of any field-applied finishes; (viii) mold, mildew or fungus; (ix) performance of the Product outside the USA or Canada; (x) acts of God, war, civil disorder, hurricane, tornado, hail, earthquake, flood, fire, lightning, mudslide, air pollution, severe weather or other similar cause beyond the control of CP, or (xi) any condition referenced in the CP Instructions’ “Installation Errors That Void the Warranty”. This Warranty requires strict compliance with CP’s Instructions. CP is not responsible for any damages caused by any other party.

5. MANDATORY BINDING ARBITRATION

EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, WHETHER ANY MATTER IS SUBJECT TO ARBITRATION (EACH AN “ACTION”) BETWEEN OWNER AND CP (INCLUDING ANY CP EMPLOYEES, AGENTS, DISTRIBUTORS, SUPPLIERS OR RETAILERS) RELATING TO OR ARISING OUT OF THIS LIMITED WARRANTY OR THE PRODUCT COVERED BY THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED UNDER, AND GOVERNED BY, THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1-16) REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO BRING AN ARBITRATION ACTION AGAINST CP, YOU MUST (i) INITIATE ANY SUCH ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT WWW.ADR.ORG OR BY CALLING (800.778.7879)) AND (ii) PROVIDE WRITTEN NOTICE TO CP VIA CERTIFIED MAIL AT 1618 SW FIRST AVENUE, SUITE 500, PORTLAND, OREGON 97201 WITHIN THE PRODUCT WARRANTY PERIOD.

6. Savings Clause

For any Owner who has the benefit of consumer protection laws in their state of purchase or, if different, their state of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer protection laws. If liability under such consumer protection laws may be limited, CP’s liability is limited on the terms set forth above.

7. Contact Us

To receive Warranty information, Product information bulletins and other information concerning the proper installation, use and/or maintenance of your Product, please contact CP at:

800.329.1219: Warranty Inquiries and Claims/Technical Services/Marketing **800.417.3674:** Sales **www.CollinsWood.com**



10 YEAR PRORATED LIMITED WARRANTY

1. Transferable Warranty Coverage-LIMITED WARRANTY

Collins Products ("CP") warrants to the original purchaser and any subsequent owner (collectively, "Owner") of a structure on which TruWood Trim (collectively, "Product") has been installed that the Product was manufactured to meet or exceed the specifications set forth in ANSI-CPA 135.6.

Subject to §3 and §4 below, CP warrants the Product, exclusive of factory applied coatings, against defects in material, workmanship and buckling (defined as more than 1/4" deflection between studs installed at 16" on center) of the basic structure for 10 years from the sale of the Product or the completed installation ("Product Warranty Period") as long as the Product has been stored, handled, installed, finished, and maintained in accordance with the Product's installation instructions and care and maintenance recommendations in effect at installation (collectively, "CP Instructions").

Subject to §3 and §4 below, CP warrants the factory-applied primed coatings (collectively, "Coating"), exclusive of the Product, against defects in material and chipping, peeling and blistering for 5 years from the earlier of the sale of the Product or the completed installation as long as the Product has been stored, handled, installed, finished, and maintained in accordance with the CP Instructions.

2. Warranty Remedies – THIS SECTION 2 PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ANY OWNER.

If any Product or Coating fails to perform as warranted (or fails to perform in accordance with any implied warranty not disclaimed herein), CP will, at its option, either (i) provide labor and materials necessary to replace the defective Product or (ii) reimburse Owner in an amount equal to the purchase price paid (including installation costs) less that amount directly attributable to use by Owner prior to the discovery of the non-conformance. Unless expressly prohibited by applicable laws, any reimbursement by CP shall nonetheless not exceed 3 times the original purchase price of the Product ("Reimbursement Limit") during the first 5 years of the Product Warranty Period and shall further be reduced by 10% per year for the remainder of the Product Warranty Period.

In connection with any dispute under this §2, Owner shall have the burden of proof that the Product has been stored, handled, installed, finished, and maintained in accordance with the CP Instructions.

Notwithstanding anything to the contrary herein, as an express condition of this warranty, Owner, prior to undertaking any repair or replacement of any affected Product and prior to exercising any rights set forth in §5, must (i) notify CP, in writing, within 60 days of first discovering the condition, at the address in §5 and provide annotated photographs, and (ii) allow CP a reasonable period of time (not to exceed 60 days from CP's receipt of the notice) to inspect and/or investigate the Product's condition. Subject to the foregoing, all claims under this warranty must nonetheless be submitted to CP in writing within 10 years of the date the Product was originally installed or sold (whichever is earlier).

3. EXCLUSION OF ALL OTHER WARRANTIES – EXPRESS OR IMPLIED

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. CP SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CP UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT EXCEPT AS PROVIDED HEREIN. CP ASSUMES NO RESPONSIBILITY THAT THE PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE EXCEPT AS OTHERWISE PROVIDED HEREIN. IF CP CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW THEN, TO THE EXTENT POSSIBLE, ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE UPON EXPIRATION OF THE PRODUCT WARRANTY PERIOD. NO CP RESELLER, AGENT, DISTRIBUTOR, SUPPLIER OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

4. EXCLUSION OF ALL OTHER REMEDIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CP IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS.

This warranty does not cover damage to the Product due to: (i) misuse, abuse or improper transportation, storage, handling, installation, painting, refinishing, or maintenance; (ii) alterations to the structure after the original installation of the Product; (iii) design, application, or construction of the structure on which the Product is installed; (iv) failure to comply with applicable building codes and accepted building practices; (v) use of ripped siding as trim; (vi) prolonged contact with accumulated water due to wall, roof, door, window, deck or any other water infiltration leaks, ineffective vapor barriers or failure to maintain the Product; (vii) performance of any field-applied finishes; (viii) mold, mildew or fungus; (ix) performance of the Product outside the USA or Canada; (x) acts of God, war, civil disorder, hurricane, tornado, hail, earthquake, flood, fire, lightning, mudslide, air pollution, severe weather or other similar cause beyond the control of CP, or (xi) any condition referenced in the CP Instructions "Installation Errors That Void the Warranty." This Warranty requires strict compliance with CP's Instructions. CP is not responsible for any damages caused by any other party.

5. MANDATORY BINDING ARBITRATION

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6. SAVINGS CLAUSE

For any Owner who has the benefit of consumer protection laws in their state of purchase or, if different, their state of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer protection laws. If liability under such consumer protection laws may be limited, CP's liability is limited on the terms set forth above.

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