

SMARTBARK ENGINEERED 25 YEAR LIMITED WARRANTY

1. <u>LIMITED WARRANTY COVERAGE</u> Barkclad International, LLC ("Barkclad") warrants to the original purchaser (for installation within the United States and Canada) from time of purchase for a period of years that the Trim, Panels, Corner and Ledger Pieces (the "Product") will not blister, peel, corrode, rust, rot, delaminate, flake, or excessively fade due to defects in materials or manufacture, when used for its intended purpose, properly installed, and maintained according to Barkclad's installation instructions. Some slight fading could occur. Barkclad does not warranty against this sun fading. BARKCLAD does not warranty damage against hurricanes or tornado damage.

2. <u>CONDITIONS OF WARRANTY</u> Barkclad's liability shall be subject to the following terms and conditions: a. The product must be stored according to the manufacturer's instructions at all times between purchase and installation. b. The product must be installed according to Barkclad's installation instructions and all building codes adopted by federal, state, or local governments or government agencies and applicable to the installation. Repaint may be required if paint coverage is broken. Color Variations can but rarely occur. Paint applied that is not recommended by Barkclad will void the warranty. Failure to install the product per Barkclad's published instructions voids the Warranty. This limited warranty shall not cover any labor or charges related to labor.

3. <u>EXCLUSIONS</u> This warranty expressly excludes the following: Alteration of Product after shipment other than prescribed methods of installation and repair -Damage from shipping or handling Damage of any kind resulting from inadequate or improper installation -Misuse or abuse -Vandalism -Mold and mildew accumulation -Settlement or any other structural changes or

failures of the structure -Damage resulting from intentional or negligent acts -Lightning, hurricane, tornado, windstorm, earthquake, or any other acts of God -Animals/Birds of any kind -Fumes or vapors -Damage due to air pollution -Harmful chemicals (including but not limited to harmful cleaning compounds and pesticides -Failure to provide reasonable and necessary maintenance of the Products -Any abrasive cleaning tools, and/or abrasive or caustic cleaners such as, but not limited to, Chlorine, Bleach, or Ammonia based products. Excessive Power Washing, or Power Washing under High Pressures. Misuse or abuse Falling objects or impact of foreign objects -Fire -Color changes due to normal weathering (normal weathering is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, chalk, or become soiled or stained; exposure to the elements will cause gradual, uniform change over time; the degree to which normal weathering occurs will vary depending on air quality, the buildings location and other local conditions over which Barkclad has no control) -Distortion and or warping from exposure to excessive heat sources regardless if they are direct (grills or any other source of open flame) or indirect/reflective heat sources (glass, pools, asphalt, etc.) Any other causes beyond Barkclad's reasonable control. Normal expansion and contraction is expected and is expressly excluded from warranty considerations.

4- 217 Bethel Dr. Canton, NC 28716 844-289-2275. <u>SUBMITTING</u> <u>A WARRANTY CLAIM</u> The original purchaser must provide written notice to Barkclad within 30 days after discovery of any defect covered by this Warranty. This written notice must describe the location (address as well as location on structure) as well as the possible defect. Photographs must accompany this notice as well as proof of purchase indicating the purchase date and location of purchase as well as identify who installed the product. Additionally, Barkclad may require proof of ownership of the structure and or samples of the product. Upon discovery of possible defect, it is the responsibility of the purchaser to provide protection of all property that could be affected until the situation is corrected. Barkclad reserves the right to inspect the product on-site to determine defectiveness or by submission of photo by original purchaser. ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BARKCLAD WILL VOID THIS WARRANTY.

5. <u>WARRANTY COVERAGE SCHEDULE</u> Years from date of purchase Barkclad's coverage Purchaser's responsibility

Years from date of purchase	Barkclad's Coverage	Purchaser's responsiblity
0-1 YEAR	100%	0 %
1 YEAR AND 1 DAY TO 2 YEARS	95%	5%
2 YEARS AND 1 DAY TO 3 YEARS	90%	10%
3 YEARS AND 1 DAY TO 4 YEARS	85%	15%
4 YEARS AND 1 DAY TO 5 YEARS	80%	20%
5 YEARS AND 1 DAY TO 7 YEARS	70%	30%
7 YEARS AND 1 DAY TO 9 YEARS	60%	40%
9 YEARS AND 1 DAY TO 12YEARS	40%	60%
12 YEARS AND 1 DAY TO 20YEARS	20%	80%
20 YEARS AND 1 DAY TO 25 YEARS	10%	90%

6. <u>MODIFICATION OR DISCONTINUATION OF PRODUCTS</u> <u>BARKCLAD</u> reserves the right to discontinue or modify any design or color of any of its products at any time and without notice or liability. If, for any reason, Products of the type originally installed are no longer available from BARKCLAD at the time that a warranty claim is made, BARKCLAD may substitute another product determined by BARKCAD to be comparable quality and price. Due to normal weathering, replacement Products may differ from Products originally installed. BARKCLAD will at its sole discretion repair, replace, or provide materials to refinish the material to the original owner, in accordance with the terms and conditions of this Warranty

7. DISCLAIMER The statements in this Warranty constitute the only warranty extended by BARKLAD for the Product. BARKCLAD DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF BARKCLAD OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT, OR REPAIR.

8. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

9. <u>MODIFICATIONS AND ALTERATIONS OF PRODUCT BARKCLAD</u> shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

10. <u>SETTLEMENT OF CLAIM</u> Any refund or material replacement by BARKCLAD shall constitute a full settlement and release of all claims of any purchaser for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the purchaser's acceptance of such an agreement.

BARKCLAD-- 217 Bethel Drive Canton, NC 28716--- 844-289-2275