

## 25-YEAR LIMITED WARRANTY

Westwood Millworks II LLC (“Westwood”) warrants to the “Qualified Owner” (as defined below) that its Westwood Thermo-treated wood products (Ash, Oak, Poplar, Pine, Elm, Maple) are manufactured in accordance with industry standards and will, as manufactured, be:

When installed outdoors or in high-humidity areas indoors, will not suffer from rot or decay for a period of at least 25 years from the purchase date as long as the product has been maintained as described in the Westwood Installation Instructions (“Covered Product”).

A “Qualified Owner” is the original purchaser of a product, manufactured as Covered Product.

This Warranty applies to Covered Product, that is selected, purchased, handled, installed and maintained in accordance with Westwood’s Installation Instruction for the Covered Product, which is available to download at [www.thermotreatedwood.com](http://www.thermotreatedwood.com) for each specific corresponding product.

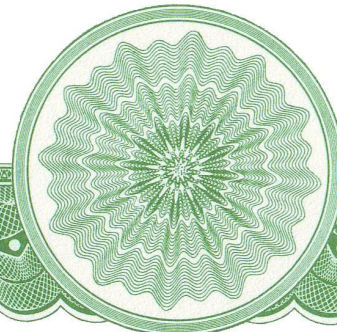
This Warranty is not transferable and is limited to applications located within the continental USA.

**CONDITIONS AND EXCLUSIVE REMEDIES:** The Qualified Owner must give Westwood written notice no later than thirty (30) days after discovery of any defect (or no later than 3 days from receipt of product in case of a lack of quantity or quality of supplied product), in addition, must give Westwood an additional thirty (30) days thereafter to inspect the Covered Product before any alteration or repair is made. If Westwood’s inspection confirms that a manufacturing defect exists and has caused a problem, Westwood, at its sole option, will either repair the defective part of Covered Product, provide a replacement Covered Product, or reimburse the Qualified Owner with the original purchase price of the defective part of Covered Product (which reimbursement will be adjusted per the table at the end of this document). This Warranty is limited to the delivery to the purchaser’s location of sufficient quantity of replacement product and does not include installation, reinstallation, nor any cost related to lack of use. All additional costs over and above these amounts are the responsibility of the Qualified Owner. Other than the express Warranty granted in this document, the products are sold “as is” and “with all faults.” These remedies are Westwood’s only obligation for and, in addition, are the Qualified Owner’s sole and exclusive remedies for any breach of Warranty.

Smart Paneling, Well Done, Smart Decks, Therma Decking, Therma Paneling, Therma Siding, Easy Planking, Triple Shadow, Mushroom Wood thermo-treated products are covered by this Warranty as products and brands of Westwood Millworks II, LLC.

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*Effective June 19, 2023*



Any defect in or damage to a Covered Product resulting in whole or part from the following conditions is NOT Westwood’s responsibility and is expressly NOT covered by this Warranty:

- (a) failure properly use the Covered Product;
- (b) failure to meet building code requirements, Westwood Installation Instructions, and/or excessive moisture exposure due to the lack of proper protection of the Covered Product or inadequate insulation, ventilation and/or vapor retarders;
- (c) causes other than normal use conditions such as improper storage, handling, transportation, use, maintenance or installation; impact with other objects; earthquake, flood, fire, acts of God or nature; or any other cause beyond Westwood’s control, including weather surface checks and variations or changes in color of the Covered Product;
- (d) exposure or handling that is not consistent with good practice in the building industry, including misuse and abuse and contact with or exposure to abnormal levels of moisture; or insects, mold, mildew, fungi, algae, moss, bacterial growth, decay, rot or similar conditions.

To protect the Covered Product from surface checking or structural damage, or to prevent the silvering due to direct sunlight exposure, a high-quality oil containing UV protectors should be used PRIOR to the installation of the Product on all four sides of the Product. Please follow the Installation Instruction and specific coating manufacturer’s instructions for use. The surface fungi and rot, which can be removed by various wood treatments, wiping or scraping are not a subject of this Warranty.

**DISCLAIMER OF WARRANTIES:** THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY WESTWOOD WITH RESPECT TO THE COVERED PRODUCTS. WESTWOOD DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Warranty supersedes all prior or contemporaneous oral or written representations concerning the Covered Product. No Westwood employee or any other person is authorized to modify this Warranty or make any warranty in addition to the Warranty set forth in this certificate.

**LIMITATION OF REMEDIES AND DAMAGES:** UNDER NO CIRCUMSTANCES WILL WESTWOOD BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR IN ANY WAY RELATED TO A CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE STRUCTURE IN WHICH THE COVERED PRODUCT IS INSTALLED, DAMAGE TO OTHER PROPERTY, AND LOSS OF USE OF THE COVERED PRODUCTS OR OTHER PROPERTY. ANY ACTION OR SUIT RELATING TO THE COVERED PRODUCTS MUST BE COMMENCED WITHIN 90 DAYS AFTER THE CAUSE OF ACTION ACCRUES.

All questions concerning the meaning or applicability of this limited warranty are to be decided under the law of the State of Georgia without reference to its choice-of-law rules.

For the Warranty to be applicable and enforceable, you must register your purchase within thirty (30) days of product purchase. For registration please submit information on the proof of purchase, full name, phone, address, and email address. For claims please submit information on the number and sizes of boards to be replaced, photo of the object, proof of purchase, dated receipt, full name, phone, address, and email address. For registration, or to make a Warranty claim, please send your information to Westwood Millworks at: [warranty@westwoodmillworks.com](mailto:warranty@westwoodmillworks.com).

Years Since Covered Product Receipt Date		% of Claim Cost to be Covered
Indoors	Outdoors	
0-7	0-5	100%
8	6-7	90%
10	8	80%
12	9	70%
14	10	60%
16	11	50%
18	12	40%
20	13	30%
22	14	20%
23-25	15-25	10%

