

# **Limited Color Warranty**

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

## PROWOOD DURA COLOR®

### **ELIGIBILITY**

The Warrantor is pleased to extend this Limited Color Warranty to you, the original end user of this product. This Warranty may not be assigned or transferred by you. Each piece of warranted product must bear an approved ProWood Dura Color® end tag at time of delivery.

#### WARRANTY DETAILS

Warrantor will, in Warrantor's sole discretion, replace any ProWood Dura Color product used in a residential or commercial application which exhibits Significant Color Changes within the first two (2) years from the date of purchase on horizontal applications such as decking, benches and steps or within the first five (5) years on vertical applications such as fencing and siding. A designation of: none, two (2) years, or five (5) years will be included on the end tag attached to the product. Products will only be covered for the number of years listed on the end tag.

This Warranty does not cover costs of installation, removal or reinstallation or for the natural characteristic of wood to have raised grain, split, warp, shrink, swell, or twist, or damage caused by physical abuse, acts of God, acts of war, or other chemical or biological factors. Warrantor's sole obligation in Warrantor's sole discretion is limited to replacement of the product and Warrantor shall have no further liability or obligation except as expressly stated herein. Warrantor shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. The Warranty does not apply to any of the following uses: foundation piles, poles, supports in pole-frame structures, swimming pool sidewalls, tree, vine or plant supports, use in commercial or industrial projects (except that the Two-Year Color Limited Warranty shall apply to commercial applications) or any application involving immersion of the product in water or any items that have been milled after treatment. Discoloration from stains, such as metallic rust and other corrosive compounds are excluded from coverage under this warranty. This warranty excludes any use of ProWood Dura Color products other than as specified under the appropriate usage noted on the end tag attached to each piece of treated wood. This warranty does not cover corrosion of fasteners, hardware, or any other material(s) or any damage resulting from such an occurrence and it excludes any mold growth on ProWood Dura Color products.

Always follow the guidelines stated in the applicable Safe Handling Information when working with or handling this product. Warrantor and its representative(s) reserves the right to investigate any claim and to inspect the materials on which a claim is made prior to its removal.

The term "Significant Color Changes" as used in this warranty shall mean significant changes in the original color of the product that are not due to fading or other changes do to the natural characteristics of the wood itself. The intent of this warranty is to assure the consumer that within the applicable warranty period the ProWood Dura Color color-treated product will not turn a silvery grey, nor lose a substantial amount of color as is the case with certain other wood products. ProWood Dura Color color treated products are resistant to fading but are not impervious to color changes. Natural color variations are to be expected as they evidence the character of a natural wood product. Such natural variations reveal the color variation between different species of wood and the individual characteristics of the board or rail similar to the way heartwood, knots or sapwood will impact the product color.

Significant Color Changes shall not mean attack by wood-destroying fungi that disintegrate the wood cell walls. Color changes associated with surface mold and mildew are not included in the definition of Significant Color Changes and are not covered under this Warranty. Other changes in appearance caused by the natural weathering of wood, including but not limited to, raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of wood, are not covered under this warranty.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the limitation and exclusions contained herein may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



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### **CLAIM PROCEDURE**

To make a claim under this Warranty to receive replacement wood, the original owner must, within 90 days of actual or constructive notice of Significant Color Change, do the following:

- 1. Prepare a letter which includes the following:
- A list of the number of pieces and the size of each piece for which the claim is made.
- Proof of Purchase of the product, as shown on the original invoice.
- · Proof of Warranty, such as the original end tag from the product, copy of the mark on the product, or other evidence.
- 2. Mail the above information to:

Universal Forest Products Warranty Information 2801 East Beltline N.E. Grand Rapids, MI 49525

WARRANTOR DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UNIVERSAL FOREST PRODUCTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE FACE HEREOF.

This warranty is valid only in the United States.

ProWood is a registered trademark of Universal Forest Products, Inc., in the United States. ProWood Dura Color is a registered trademark of Universal Forest Products.

