

CureWood Engineered Building Products Ltd. (“CureWood”)

25-YEAR LIMITED WARRANTY Seamless Full-Sawn Cedar Timbers

Effective September 01, 2024

CureWood Engineered Building Products Ltd. (“CureWood”) provides this 25-Year Limited Warranty (the “Limited Warranty”) for its Seamless Full-Sawn Cedar Timbers (the “Products”).

Subject to the terms, conditions, exclusions and limitations set out below, CureWood warrants that, for a period of twenty five (25) years from the date of original purchase, the Products will be free from manufacturing defects and joint separation.

This Limited Warranty extends to (i) the original purchaser of the Products and (ii) each subsequent owner of the building or other structure in which the Products are installed (each, an “Owner”).

1. Scope of Coverage

This Limited Warranty is strictly limited to:

- Manufacturing defects in the Products; and
- Separation of engineered joints or laminations within the Products,

in each case occurring during the Warranty Period under normal, intended use of the Products as exterior/post members. No other characteristics or performance attributes of the Products are warranted except as expressly set out in this document.

2. Excluded Conditions and Damage

This Limited Warranty does not apply to, and expressly excludes, any damage to or failure of the Products that results, in whole or in part, from any of the following:

1. Improper handling, storage, installation, use or maintenance, including but not limited to:
 - Installing the Products in contact with the ground, below finished grade, or in any configuration not suitable for naturally durable cedar;
 - Use or installation that does not comply with applicable building codes or regulations;
 - Failure to follow CureWood’s then-current Installation & Handling Guide for the Products.
2. Natural wood characteristics and aesthetics, including, without limitation:
 - Extractive or knot bleed, resin bleed, or tannin staining;
 - Variations in grain, texture, colour or appearance from piece to piece;
 - Mineral streaks, pitch pockets, and other naturally occurring features in cedar;
 - Paint or coating adhesion on knots or other natural features of the wood.
3. Finishing and top-coating:
 - Failure to properly prime, seal and top-coat the Products, or to maintain coatings, as described in CureWood’s published Installation & Handling Guide;
 - Use of coatings, stains or finishing systems that are incompatible with cedar or with CureWood’s recommendations.
4. Natural behaviour of wood products, including:
 - Checking, splitting, cupping, warping, shrinkage, swelling, raised grain, fibre lift, surface hairline checks or other dimensional movement associated with the normal response of wood to changes in moisture and temperature;
 - Decay or rot arising from prolonged moisture exposure, poor detailing, inadequate flashing, lack of ventilation, or other design/maintenance issues.
5. External causes, including:
 - Weather exposure beyond normal conditions expected for exterior building components;
 - Acts of God (including but not limited to storms, floods, earthquakes, extreme weather events);
 - Fire, explosion, vandalism, impact, accident, misuse, abuse or neglect by any party.

Any damage or failure arising from one or more of the above causes is not covered by this Limited Warranty and shall not be the responsibility or liability of CureWood.

3. Situations That Void the Warranty

This Limited Warranty shall be immediately null and void with respect to any Product that:

1. Is subjected to any pressure-treating or chemical treatment process of any kind after it leaves CureWood’s control; or
2. Has been materially altered, modified, re-machined, reshaped, re-manufactured, reprocessed or reconfigured from the form and dimensions in which it was originally supplied by CureWood (other than standard cutting to length, trimming, drilling of holes in the normal course of installation).

4. Exclusive Remedy

If, during the Warranty Period, a Product is determined by CureWood (acting reasonably) to have a covered manufacturing defect or joint separation, CureWood’s sole obligation, and the Owner’s sole and exclusive remedy, shall be:

- Replacement of the affected Product(s) in kind (or, at CureWood’s option, reasonably equivalent product) at no charge for the replacement Product itself.

No other remedies—such as repair, refund or upgrade—are provided under this Limited Warranty unless CureWood agrees in writing, in its sole discretion.

5. Exclusion of Certain Costs and Damages

The Limited Warranty does not cover and CureWood shall have no responsibility or liability for any of the following:

- Labour or service costs, including:
 - Installation or re-installation of any Products;

- Removal or demolition of any building components;
- Surface preparation, priming, painting, staining or finishing;
- Transportation, freight or shipping costs, including removal and return of allegedly defective Products or delivery of replacement Products; or
- Any other expenses incurred in connection with accessing, removing or replacing the Products.

To the maximum extent permitted by law, CureWood shall not be liable for any:

- Special, indirect, incidental, punitive or consequential damages, including but not limited to:
 - Loss of use, delay, inconvenience;
 - Loss of profits, revenue, or business opportunity;
 - Damage to other property; or
 - Claims for personal injury related to or arising out of the Products or their use,
 - whether such damages were foreseeable or not and regardless of the legal theory asserted (contract, tort, strict liability or otherwise).

6. Owner Responsibilities and Claim Procedure

To make a claim under this Limited Warranty, an Owner must:

1. Provide written notice to CureWood describing the alleged defect or joint separation within thirty (30) days after the Owner first discovers it; and
2. Provide proof of purchase establishing that:
 - The Product was purchased within the twenty five (25) year period immediately preceding the occurrence of the alleged defect or separation; and
 - The Product in question is a CureWood Seamless Full-Sawn Cedar Timber.

Acceptable forms of proof may include, for example:

- Sales invoices or receipts;
- Records of installation;
- Building permits or inspection records; or
- Documents relating to the purchase of the building or structure that identify the Products.

CureWood may require the Owner to:

- Provide photographs or other evidence of the condition of the Products;
- Permit CureWood or its representative to inspect the Products in situ; and/or
- Return samples of the Products for evaluation.

Any determination of warranty coverage and the appropriate remedy shall be made by CureWood, acting reasonably, based on the information available.

7. Warranty Period on Replacement Products

When Products are replaced under this Limited Warranty:

- The replacement of the defective Product will terminate the original Warranty Period for the specific Product(s) being replaced; and
- The replacement Product will be covered by a new, separate 25-year Limited Warranty, commencing on the date the replacement Product is delivered to the Owner, under the then-current CureWood Seamless Full-Sawn Cedar Timbers Limited Warranty.

8. Entire Warranty: Exclusion of Other Warranties

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY GIVEN BY CUREWOOD WITH RESPECT TO THE PRODUCTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR NON-INFRINGEMENT.

Replacement of the Products in accordance with this Limited Warranty shall constitute full and final satisfaction of all obligations and liabilities of CureWood to any person or entity with respect to the Products, whether those obligations or liabilities are alleged to arise in contract, tort (including negligence), strict liability, statute or otherwise.

No dealer, contractor, distributor, agent, or other person is authorized to modify this Limited Warranty or create any other obligation or liability on behalf of CureWood with respect to the Products, unless such modification or additional obligation is set out in a written document signed by an authorized officer of CureWood.