

## Woodtone – Rustic Series Warranty

Woodtone warrants the coating performance of the Rustic Series Coating applied by Woodtone for a period of 15 years from the date of coating application, or for as long as the original owner owns the building on which it was originally installed, whichever is shorter. Original owner includes the builder, developer, and first purchaser of the building. This warranty is subject to the conditions and limitations written below.

### WHAT IS COVERED BY THE WARRANTY

**Durable Protection** – In normal usage and weather conditions, the coating will not blister, peel, or flake. THIS WARRANTY DOES NOT COVER FAILURE OF THE PRIMER APPLIED BY THE SIDING MANUFACTURER

**Non-Yellowing** – The coating will not yellow in normal usage and weather conditions.






**Washable** – Dirt removal will not damage the coating when using a mild detergent, soft sponge, and gentle hose rinse. POWER OR PRESSURE WASHING WILL VOID THE WARRANTY.

**Will not stain lower surfaces** – Chalk washdown will not discolor surfaces below the siding.

**Resist Erosion** – The coating will not erode to expose the substrate.

### WARRANTY LIMITATIONS, EXCLUSIONS, AND CLAIM PROCEDURE

This warranty does not cover damage or loss of any kind resulting from any of the following:

-  **Improper handling, packaging, storage, or shipment** including but not limited to: improper drainage, exposure to standing water, inadequate ventilation, stacking greater than three (3) units high which may result in blocking, moisture damage, surface contamination from extractive or wax bleed, efflorescence, or other damage.
-  **Improper Installation** – Rustic Series may be applied to a variety of fiber cement substrates by different manufacturers; therefore, failing to follow the most current installation instructions of the particular siding manufacturer will void the warranty. This includes all installation instructions including but not limited to: handling, storage, end-cut sealing, spacing, flashing, nailing, caulking, backing, sheathing, building wrap, and preparation. This warranty excludes all horizontal installations such as decks, roofing, or walking surfaces.
-  **Exposure** – Exposure to harmful chemicals, fumes, vapors, salt spray, air pollutants, or other misuse or abuse.
-  **Extreme Weather Conditions** – This warranty excludes damage from hail, lightning, tornadoes, hurricanes, windstorm, or any act of God or anything resulting in any damage not caused by a defect in the coating.
-  **ALL CLAIMS MUST BE SUBMITTED TO WOODTONE IN WRITING WITHIN 30 DAYS OF DISCOVERY**

### Remedy

If Woodtone determines that the coating has failed to meet the terms of this warranty, Woodtone as its sole liability and in lieu of any direct, indirect, or consequential damages will supply sufficient replacement coating to cover the affected areas, or at Woodtone's option, will credit or refund the purchase price of the defective coating at a pro-rated basis according to the following schedule: for years one through six – 100% of the cost of coating, for years seven through fifteen the amount will decrease 10% per year. **Costs of labor for application of replacement products are specifically excluded from this warranty and are the owner's responsibility. Cost of replacement siding material or other substrate is not included in this warranty.**

**THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND WOODTONE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**

**LIMITATION OF REMEDIES** In no case will Woodtone be liable for any special, incidental, or consequential damages based upon breach of warranty or any other legal theory. Such excluded damages include, but are not limited to: loss of profits, loss of savings, loss of revenue, loss of products, cost of capital, cost of any substitute products, down time, claims of third parties including customers and injury to property.

**NO OTHER WARRANTIES** This limited warranty is understood to be the complete and exclusive agreement between the parties with respect to warranties, superseding all other discussion and representations, oral or written, between the parties relating to Woodtone's warranties of and liability for the Rustic Series. No employee of Woodtone, representative of Woodtone, or dealer of Woodtone's products is authorized to make any warranty in addition to those made in this agreement. Woodtone is not liable for any warranty that a Buyer of Woodtone's products and services may make to any of the Buyers customers.