

30-YEAR LIMITED WARRANTY SUBJECT TO BINDING ARBITRATION TRUWOOD SIDING & TRIM



1. LIMITED WARRANTY – TRANSFERABLE WARRANTY COVERAGE

THIS LIMITED WARRANTY AND ITS TRANSFERABILITY IS SUBJECT TO LIMITATIONS, EXCLUSIONS, AND RESTRICTIONS (SECTIONS 1–6).

SWISS KRONO OR, LLC ("SK-OR") warrants that its TruWood Siding & Trim products (the "Products") were manufactured to meet or exceed the specifications set forth in ANSI A135.6. SK-OR warrants its Products, exclusive of factory applied coatings, against defects in material, workmanship and buckling (defined as more than 1/4 in. deflection between studs installed at 16 in. on center) of the basic structure for a period of 30 years from the date of installation ("Product Warranty Period") as long as the Products have been stored, handled, installed, finished, and maintained in accordance with Product-specific installation instructions and care and maintenance recommendations in effect at the time of installation ("SK-OR Instructions"). SK-OR further warrants the factory-applied primed coatings (the "Coatings"), exclusive of the Products, against defects in material and chipping, peeling and blistering for 5 years from the date of installation as long as the Products have been stored, handled, installed, finished, and maintained in accordance with SK-OR Instructions. This Warranty is transferable from the purchaser of the Products to the owner of the structure on which the Products are installed, if purchaser and structure owner are not one and the same. The Warranty is further transferable from the owner of the structure on which the Products are installed to the first subsequent owner of the same structure (collectively, the "Owner"). The Warranty is not transferable or assignable to any subsequent structure owner.

2. WARRANTY REMEDIES

THIS SECTION PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO ANY OWNER.

If any Product or Coating fails to perform as warranted, during the first 5 years from the date of installation, at SK-OR's option and as the exclusive remedy to Owner, SK-OR will either (i) provide labor and materials necessary to replace the defective Products or (ii) reimburse Owner for any replacement costs in an amount up to two (2) times the original purchase price of the Products, less any replacement costs directly attributable to Owner's failure to follow SK-OR Instructions ("Maximum Reimbursement"). Starting in the 6th year following original installation of the Products, Maximum Reimbursement for replacement costs will be reduced by 4% per year, such that from and after the 30th year, Maximum Reimbursement payable under this Warranty will be zero. Except as expressly provided in this Limited Warranty, no other costs incurred by Owner relating to damaged Product will be reimbursed including but not limited to costs of removal, disposal, labor, water-resistive barrier, or any other consequential damages.

In connection with any Dispute under this Section, Owner shall have the burden of proof that the Product has been stored, handled, installed, finished, and maintained according to SK-OR Instructions. Notwithstanding anything to the contrary herein, as an express condition of this Warranty, prior to undertaking any repair or replacement of any affected Products and prior to exercising any rights set forth herein, Owner must (i) notify SK-OR, in writing, within 60 days of first discovering the condition, at the address in Section 7 and provide annotated photographs, and (ii) allow SK-OR a reasonable period of time and physical access to inspect and/or investigate the condition of the Products in question. Subject to the foregoing, all claims under this Warranty must nonetheless be submitted to SK-OR in writing within 30 years and 60 days of the date of installation.

3. WARRANTY LIMITATIONS & EXCLUSIONS

ANY EXPRESS OR IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO SK-OR RESELLER, AGENT, DISTRIBUTOR, SUPPLIER OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

This Warranty does not cover damage to Products due to: (i) misuse, abuse or improper transportation, neglect, storage, handling, installation, painting, refinishing, or maintenance; (ii) alterations to the structure after the original installation of Products or any re-manufacture, modification, alteration or processing of Products by any third party; (iii) design, application, or construction of the structure on which Products are installed; (iv) failure to comply with applicable building codes and accepted building practices, Product not installed by a licensed contractor or any inferior installation or poor workmanship by the installer; (v) use or application of sawed or "ripped" Products as trim; (vi) lack of compatibility between the Products and the product(s) of third parties; (vii) prolonged contact with accumulated water due to wall, roof, door, window, deck or any other water infiltration leaks, ineffective vapor barriers or failure to maintain Products; (viii) performance of any field-applied finishes; (ix) spills or application of harmful chemicals (including harmful cleaning compounds); (x) mold, mildew or fungus; (xi) animals, termites or other insects; (xii) performance of Products installed on any structure located outside the United States of America; (xiii) acts of God, war, civil disorder, hurricane, tornado, hail, earthquake, flood, fire, lightning, mudslide, air pollution, severe weather or any other similar cause beyond the control of SK-OR; (xiv) any condition referenced in the SK-OR Instructions "Installation Errors That Void the Warranty;" or (xv) swelling and/or edge checking (such swelling and/or edge checking normally occurs in all wood products as they expand and contract in response to changes in climatic conditions). This Warranty requires strict compliance with SK-OR Instructions. SK-OR is not responsible for any damages caused by any other party.

4. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES

SK-OR IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, MULTIPLE, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOST PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

5. ADDITIONAL EXCLUSIONS

TruWood ValuForm (concrete forming products) is not warranted for use as exterior siding. Any TruWood Siding & Trim products shipped and installed outside of the U.S.A. are not warranted.

Manufactured by:

SWISS KRONO OR, LLC
6410 Hwy 66
Klamath Falls, OR 97601-9357 USA
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swisskrono.com/us

6. STATE LAW; SEVERABILITY; NO WAIVER

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. The provisions of this Warranty do not preclude operation of any applicable state law that, in certain circumstances, may not allow some of the limitations and exclusions described herein. If any provision of this Warranty is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Warranty. Action taken by SK-OR in response to any party's Warranty claim shall not be considered a waiver of, or other restriction or limitation on, SK-OR's right to strictly enforce Warranty terms, including all limitations and exclusions.

7. CONTACT US; HOW TO SUBMIT A CLAIM

To receive Product information bulletins and other information concerning the proper installation, use and/or maintenance of the Products, please contact **SK-OR** at: **800 417 3674**. For inquiries regarding Warranty service, claims, or technical services, contact **SK-OR** at **800 417 3674**. To submit a claim, send written notice of such claim—including annotated photographs and evidence indicating the date of installation and, where necessary, the purchase price of the Product—by certified mail, to SK-OR, 6410 Hwy 66, Klamath Falls, OR 97601-9357, USA, addressed to the attention of "TruWood Warranty Service." For sales, contact **TruWoodSiding.com**.

8. BINDING ARBITRATION; CLASS ACTION WAIVER

By (i) installing the Product and retaining the Product for 30 days after installation or (ii) purchasing or taking ownership of a structure on which the Product is already installed, Owner and SK-OR agree and Owner accepts that:

EVERY CLAIM OR CONTROVERSY (A "DISPUTE") BETWEEN OWNER AND SK-OR ARISING FROM, CONNECTED WITH, OR RELATING TO THE PRODUCT AND/OR THIS WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

THE ARBITRATION SHALL BE INITIATED AND ADMINISTERED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.) AND THE APPLICABLE RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE ("JAMS") [www.jamsadr.com], UNLESS ANOTHER ARBITRATION SERVICE IS AGREED TO IN WRITING BY THE PARTIES. EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN COSTS AND FEES INCURRED IN ARBITRATION, INCLUDING ATTORNEYS' AND EXPERT WITNESS FEES; PROVIDED, HOWEVER, THAT (i) SK-OR WILL PAY ANY FEES AND COSTS THAT ARE REQUIRED BY LAW AND (ii) FOR ANY ARBITRATION FILED BY A CONSUMER RELATING TO PERSONAL OR HOUSEHOLD USE OF THE PRODUCT, SK-OR WILL PAY OR REIMBURSE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS OVER \$100. BOTH SIDES ARE ENTITLED TO REASONABLE DISCOVERY. IF ANY PARTY INTENDS TO HAVE AN EXPERT TESTIFY ON THAT PARTY'S BEHALF, THE OTHER PARTY SHALL BE ENTITLED TO AN EXPERT REPORT AND TO TAKE THE EXPERT'S DEPOSITION DURING DISCOVERY.

THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS WOULD A COURT OF COMPETENT JURISDICTION AND SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE SCOPE AND ENFORCEABILITY OF THIS WARRANTY AND THIS AGREEMENT TO ARBITRATE. IN NO CASE SHALL THE ARBITRATOR BE AUTHORIZED TO ADJUDICATE CLASS ACTION CLAIMS AGAINST SK-OR OR TO OTHERWISE ORDER A SIMILAR CONSOLIDATION OF INDIVIDUAL CLAIMS. NOTWITHSTANDING THE FOREGOING, A CLAIM BY AN INDIVIDUAL OWNER SEEKING RELIEF OF \$10,000 OR LESS MAY BE PURSUED INDIVIDUALLY IN SMALL CLAIMS COURT SO LONG AS THE CLAIM IS MADE INDIVIDUALLY AND NOT AS PART OF A CLASS OR A CONSOLIDATED ACTION.

CLASS ACTION WAIVER: ANY ARBITRATION (OR SMALL CLAIMS COURT ACTION, IF AUTHORIZED ABOVE) WILL BE ON AN INDIVIDUAL BASIS ONLY; CLASS ARBITRATIONS AND/OR CLASS ACTIONS AND/OR CONSOLIDATED ACTIONS ARE NOT PERMITTED. ACCORDINGLY, OWNER AND SK-OR AGREE THAT: (i) DISPUTES OR ACTIONS BETWEEN OWNER AND SK-OR ARISING FROM, CONNECTED WITH, OR RELATING TO THE PRODUCT AND/OR THIS WARRANTY WILL BE BROUGHT AND CONDUCTED AND DETERMINED INDIVIDUALLY, NOT AS A CLASS, AND (ii) NEITHER PARTY WILL SEEK TO CONSOLIDATE OR SEEK CLASS TREATMENT. IF FOR ANY REASON THE FOREGOING CLASS ACTION WAIVER IS FOUND TO BE INVALID OR UNENFORCEABLE, THIS ARBITRATION AGREEMENT SHALL BE NULL AND VOID.

CARE AND MAINTENANCE

GENERAL: The below care and maintenance instructions should be followed to achieve satisfactory performance of any TruWood Product. Failure to comply may result in a reduced useful life of the Product and void the Product Warranty.

INSPECTION: The Product should be inspected periodically in accordance with the following maintenance items: (i) re-nail loose Product; (ii) trim trees and bushes that are in contact with the Product; (iii) replace caulking that has hardened, cracked and/or lost its seal; (iv) correct grade drainage where retained water is in contact with the Product; (v) eliminate overspray from lawn and landscaping sprinklers; (vi) check the condition of Coating as set forth below; (vii) follow any applicable paint manufacturer's repainting recommendations; and (viii) maintain gutters and downspouts. (See TruWood Instructions "Key Homeowner Maintenance Responsibilities".)

REFINISHING: Exterior wall finishes weather most rapidly on those portions of the building that receive the greatest exposure to sun and moisture. Areas receiving maximum exposure may require refinishing as often as every 3 years. The frequency of refinish will depend on geographic locations; the type, quality and color of the paint; and on other factors such as the method of paint application and the number of coats. Repainting is dictated by the degree of wear or erosion of the old paint. Refinishing is typically required if the Product is discolored and blotchy; if the Coating is cracked, peeling or scaling; or if the Coating appears thin, porous and chalked to a point where it no longer protects or hides the surface. Severe paint cracking, flaking or peeling is not normal paint weathering. Such problems may be caused by inferior paints, incompatible paints, improper painting procedures or by improper construction that permits water or water vapor to reach, condense, or freeze on the back side of the Product. (See TruWood Instructions "Painting".)

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SURFACE PREPARATION: The extent of surface preparation is dependent on the condition of the old finish. Loose paint material should be removed. The surface should be washed and all mildew must be removed before painting. Use of a power washer is not recommended. (See TruWood Instructions "Key Homeowner Maintenance Responsibilities" and "Painting".)

REPRIMING: If the old surface is sound (no peeling, cracking, heavy caulking, etc.), repriming is typically not necessary unless it is recommended by the paint manufacturer for the top coat chosen. If the Product's base substrate and/or if the old primer is exposed, these areas should be reprimed. If the Product's edges or ends show any cracks or fissures, these should be resealed with a primer. (Only premium exterior oil/alkyd type primers or premium acrylic latex primers are recommended.) The primer used must be compatible with the chosen top coat and the primer manufacturer recommendations followed in all respects. (See TruWood Instructions "Painting".)

SELECTING AND APPLYING FINISH COAT PAINTS/STAINS: These recommendations deal with refinish over field-applied finish coats. A premium paint that is suitable for use on hardboard siding must be used. The finish chosen should be compatible with the existing old finish. Only premium exterior acrylic latex paints are recommended when finish is applied to textured products. Satin or gloss oil/alkyd paints are also acceptable, as are opaque acrylic latex stains. The following finish coats (paints/stains) are not recommended: shake and shingle paints, flat alkyd oil-based paints and stains, vinyl acetate (PVA), vinyl/acrylic or vinyl/acetate/acrylic copolymer paints and stains, semi-transparent stains, clear coatings. The finish coat of paint or stain should be applied in strict accordance with the recommendations of the paint manufacturer. (See TruWood Instructions "Painting".) Exception: for smooth TruWood products, use only premium alkyd oil-based paint.

MILDEW: Mildew, mold and other fungus growths must be removed from the Product particularly before repainting the Product. This may be accomplished by scrubbing the infected surface thoroughly with mildew removal products or the following solution:

- 2/3 cup TSP (trisodium phosphate) – available in paint or hardware stores
- 1/3 cup detergent containing no ammonia (Tide or an equivalent)
- 1 quart 5% sodium hypochlorite (Clorox or an equivalent)
- 3 quarts warm water or enough to make one gallon

Protective hand and eyewear must be worn when applying any removal product or the solution. The Product should be scrubbed with a soft brush and then rinsed thoroughly with fresh water. Do not place or splash the solution on landscaping. Promptly after the Product has been cleaned and has dried, a mildew resistant paint should be applied.

CONTACT US

To receive Warranty information, Product information bulletins and other information concerning the proper installation, use and/or maintenance of your Product, please contact SWISS KRONO OR, LLC at:

Warranty Inquiries, Claims, Technical Services & Marketing: **800 417 3674 • Sales: 800 417 3674 • TruWoodSiding.com**

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