

Stonewood Exterior Architectural Panels 10 Year Limited Warranty

Subject to the conditions outlined herein, Fiberesin Industries, Inc., the manufacturer of Stonewood Architectural Panels, warrants that Stonewood Exterior Architectural Panels, when permanently and properly fabricated and installed according to the manufacturers' guidelines will be free from material defects for a period of ten (10) years from original date of purchase.

Product Description:

Stonewood Exterior Architectural Panels (the "Product" or the "Panels") are phenolic panels with decorative surfaces that are suitable for exterior applications. The Product is used in rainscreen applications to clad building facades, entryways and soffits.

10 Year Limited Warranty:

Fiberesin Industries Inc. ("FIBERESIN" or the "Company") warrants to the purchaser (for installation within the United States and Canada) of the Product, from the FIBERESIN invoice date for a period of 10 years thereafter, that the Panels at the time of invoice date conformed with the required specifications (physical properties) set forth by the Company.

Following a number of tests determining color fastness according to EN438-2.29 a minimum value of 3 on the five-part grey scale conforming to EN20105-A02 after 3000 hours of testing is to be tolerated.

Subject the exclusions outlined below, FIBERESIN warrants against defects in materials or manufacture.

Warranty Conditions:

- Upon delivery of the Panels, the customer must inspect the Panels to determine the Panels that no defects are visible. Once the Panels are fabricated and installed, it will be conclusively presumed that the Panels are free from any and all defects upon delivery of the Panels.
- 2) The Product shall only be used as described in the Production Description section of this Warranty.
- The customer must return the "FIBERESIN Inc. Warranty Card" no later than sixty (60) days from the invoice date of the purchase. THE EXPRESS LIMITED WARRANTY WILL NOT BE IN EFFECT UNLESS THE WARRANTY CARD HAS BEEN COMPLETED AND IS RECEIVED BY FIBERESIN.
- 4) The Product must be properly fabricated and permanently installed by professionals as exterior wall claddings, soffits or similar applications. Proper installation must facilitate proper moisture control on both sides of the panel.
- 5) The Panels must be stored, machined, assembled, installed and maintained (throughout the life of the Panels) according to instructions specified in the FIBERESIN Exterior Installation guidelines and Care and Handling guidelines. These documents can be found at <u>www.stonewoodpanels.com</u>. Failure to do so will VOID this Warranty.

Scope of Coverage:

- Cost limited, at Fiberesin's discretion, to 1) repair or replace without charge; or, 2) refund the cost of original purchase, excluding shipping and removal and reinstallation.
- A replacement of goods shall not renew the warrantee period.



Transferability:

• This warranty is transferable upon sale of the building to new owner(s).

Colorfastness Information:

- Stonewood Exterior Architectural Panels are protected by a proprietary UV/weather resistant film which has been tested.
- The film blocks over 98% of UV radiation and shows optimal performance in long term outdoor weathering.
- This protective layer has been tested for 10,000 hours using test standard DIN EN ISO 4892-2. Even with 98% of UV light blocked, some color shift will occur over time. This amount of shift varies with the color selection, the location of the installation and the application. Please note that fading and color change may not be uniform if the Panels are not equally exposed to the sun and weathering. This warranty does not cover non-uniform fading and color loss.

Exclusions to Coverage:

This Stonewood Exterior Architectural Panels 10 Year Limited Warranty expressly excludes:

- Products branded or sold under trade names other than Stonewood.
- Products installed in applications outside of their intended use.
- Products installed using improper mounting systems or techniques.
- Claims resulting from improper building practices or design not in accordance with the applicable building code or industry standards.
- Claims resulting from defects in the building structure or components of the structure.
- Liability resulting from the substructure, assembly or any additional components including the mounting system, the fasteners and any other related components.
- Damage resulting from the failure to provide proper ventilation and drainage on the back of and at the bottom of the Panels.
- Damage resulting from improper cutting / fabrication of the edges of the panels by installers. (Fabricated edge must be clean and smooth, not rough, chipped or ragged.)
- Damages or liabilities resulting from defects in other materials.
- Improper workmanship including fabrication and installation.
- Dissatisfaction with the appearance or performance of joints or seams, or any adhesives, caulk, or other accessory items.
- Claims resulting from minor hairline cracks or chips on fabricated panel edges.
- Inherent characteristics such as but not limited to: minor variation in color/mottling, minor loss of gloss level and texture.
- Damage due to physical abuse or vandalism.
- Defections due to improper maintenance, negligence or intentional acts.
- Damage from fumes of vapors.
- Staining due to chemicals/reagents, oils, aggressive cleaning agents, pesticides, paints, staining agents, lacquers or other chemicals.
- Any damage resulting from wars, terrorist acts, and force majeure events, including, without limitation, lightning, hurricane, tornado, windstorm, earthquake, animals/birds/insects, air pollution, fire, falling objects, or vandalism.
- Damage due to job site accidents or handling errors.
- Modifications, adaptions, or use outside the environment in which the use of product was originally intended.
- Color changes due to normal weathering (normal ageing is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, gloss change, chalk, or become soiled or stained. Exposure to the elements will cause gradual, uniform change over time. The degree to which normal weathering occurs will vary depending on air quality, the building's location and other local conditions over which FIBERESIN has no control.)



Any other causes beyond FIBERESIN's reasonable control.

Modification or Discontinuation of Products:

FIBERESIN reserves the right to modify or discontinue any design, material or color of any of its products at any time and without notice or liability.

Disclaimer:

The statements in this Warranty constitute the only warranty extended by FIBERESIN for the Panels. This warranty dated 5/29/2015 supersedes any and all other warrantees expressed or implied. FIBERESIN DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY WILL BE MADE ON OR BEHALF OF FIBERESIN OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PANELS OR THEIR INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights. You may have other rights which vary from state to state.

Exclusion of Incidental and Consequential Damages:

FIBERESIN EXCLUDES AND IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PANELS OR FROM DEFECTS IN THE PANELS.

Settlement of Claim:

Any refund, repair or replacement by FIBERESIN shall constitute a full settlement and release of all claims by any purchaser for damages or other relief, and shall be a complete bar to any litigation filed subsequently to any such refund, repair or replacement.

Governing Law:

By submitting the registration card below, the customer (i) is agreeing that this Warranty and all related matters and documents shall be construed according to and governed by the laws of the State of Wisconsin, without regard to principles of conflicts of law, (ii) consents to personal jurisdiction in the State of Wisconsin, and (iii) consents to a venue in Wisconsin, for all actions and proceedings with respect to this Warranty and all related matters and documents, and waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought with respect hereto.

Contact Information:

To obtain service under this warranty, please contact the Stonewood installer from whom you purchased the product. This warranty is not valid unless and until Fiberesin's product has been paid for in full. Fiberesin will work with the installer to repair or replace or refund the defective products. Please also send your name and address, a description of the product at issue and a description and picture of the defect to:

Fiberesin Industries, Inc. Warranty Claim 37031 E. Wisconsin Ave Oconomowoc, WI 53066 <u>info@fiberesin.com</u> www.fiberesin.com Phone: (262) 567-4427 Fax: (262) 567-4814



Warranty Claims:

In the event of a warranty claim after installation of the Panels, and during the warranty period, the original customer shall immediately notify the installer and FIBERESIN in writing of the nature of the alleged defect or non-conformity. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the purchase date and the identity of the installer. Upon FIBERESIN's receipt of the written notice, FIBERESIN will be given a reasonable time to inspect the alleged/non- conforming Product. As part of the inspection, the customer will provide all maintenance and care records for the Panels from date of purchase. If FIBERESIN determines the Panel(s) is/are defective, FIBERESIN, at its option, shall repair, replace or refund the cost of the defective or non-conforming Panels at its sole cost and expense.

The "Warranty Conditions" section describes the requirement that the customer inspect the Panels upon delivery for any apparent visual defects. If at the time of delivery of the Panels to the customer, a Panel(s) is alleged to be patently defective in one (1) or more areas or are otherwise deemed to be non-conforming, the customer shall, (a) within thirty (30) days from the date of delivery or (b) in the event that the defect is not of a type that was discoverable prior to installation, then within thirty (30) days of the date that such defect was subject to discovery, notify FIBERESIN in writing of the alleged defect or nonconformity. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the purchase date.

Upon FIBERESIN's receipt of the written notification, FIBERESIN will have a reasonable amount of time to inspect the allegedly defective and/or nonconforming Panels. If FIBERESIN determines the Panels are defective and/or non-conforming, FIBERESIN will prioritize the replacement of the determined defective and/or nonconforming Panels at FIBERESIN's sole cost and expense.

Upon discovery of a possible defect, it is the responsibility of the purchaser to provide protection of all property that could be affected until the situation is corrected. ANY REPAIR OF THE PANELS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM FIBERESIN WILL VOID THIS WARRANTY.



Warrantee Registration Form

Please fill out the Warrantee Registration Form below as directed send it to:

Fiberesin Industries, Inc. Warranty Claim 37031 E. Wisconsin Ave Oconomowoc, WI 53066 <u>info@fiberesin.com</u> www.stonewoodpanels.com Phone: (262) 567-4427 Fax: (262) 567-4814

Purchase Order #:	Date:
Customer Name:	
Customer Address:	
Customer phone and email:	
Number and Color of Panels:	
Project Name:	
Project Address:	
Installer:	
Fabricator (if different):	
Date Installed:	

Fabricator Signature:	Print	Sign and Date
Installer Signature:	Print	Sign and Date
FIBERESIN Inc. Signature:	Print	Sign and Date