

# Guarantees

*25 Years on Deck Wood*

*60 Years on Siding*

*5 Years on Factory-Applied Finishes*

## ***Limited Warranty***

Groupe Lebel (hereafter: "the Manufacturer") warrants Kisis and Dreamwood siding, mouldings and decking wood (hereafter: the "Product (s)") to the original consumer (hereafter: the "Purchaser") of the Products, when properly stored, handled, installed, finished and maintained according to the installation and care instructions published from time to time by Groupe Lebel, for a period of time that varies depending on the particular Product and effective from the date of its purchase as indicated on the Products' invoice, against rot and decay that affects the structural integrity of the Product, under normal conditions of use and exposure.

## ***Purchaser's Responsibilities***

Each Purchaser of the Products is solely responsible, excluding every one else including the Manufacturer, for determining the effectiveness, safety and suitability for any particular use or application of the Product (other than siding, moulding and decking).

**EXCLUSIONS:** the Manufacturer shall have no liability for defects or damage to Products resulting from the following:

- (a) any installation of the Products made in any manner, directly on a slab of concrete, on the ground or directly on an existing wood deck, or in a way which prevents ventilation over, under or on the sides of the Products;
- (b) lack of a 1/8" space between each piece of Product, which would not allow appropriate drainage, ventilation and maintenance;
- (c) mould or rust, sap flow or any other natural component of wood, puddles or water circles, stains due to food or organic materials from animals or plants, paint stains;
- (d) shrinking, contraction or warping of the substructure supporting the Products;
- (e) decks that would not have an adequate slope to allow drainage of water;

- (f) use of deck treatment products;
- (g) stains caused by nails or screws;
- (h) any damage caused by normal wear and tear;
- (i) any non-compliant handling or storage by the Purchaser or a third party, as well as any abuse or negligence of the Products.

Should you, for any reason, believe that the Products are defective, do not install them. Contact your retailer immediately. The Manufacturer shall not be held responsible for any damage or claim related to installation of visibly defective Products.

### ***Remedies and Exclusion of other Remedies***

The Manufacturer's liability is limited to replacement of defective product, excluding exceptions mentioned in the present warranty.

The Manufacturer is not liable for any cost, claim, or damage, of any kind whatsoever, contractual or extra-contractual, in regards to the labour, the installation, reinstallation, transport and handling costs, taxes or any other expense related to defective Products. Apart from the replacement of the Products, the Purchaser acknowledges that by purchasing the Products, the Manufacturer shall not be liable for direct, indirect or consequential damages or punitive damages or for any damages whatsoever, including, without limiting the generality of the foregoing, damage to property or loss of profit.

In accordance with the herein warranty, should any disagreement or recourse by the Purchaser concerning the Products occur, the Purchaser acknowledges and agrees upon his sole responsibility to provide evidence of the Products having been installed, maintained and handled in accordance with the guidelines provided by the Manufacturer. To submit a claim under this warranty, the buyer shall notify the Manufacturer within 30 days of discovery of a damaged or defective Product, and, prior to starting any type of repair, provide a proof of purchase of the Products to the Manufacturer, along with pictures and a written description of the defects. The Manufacturer reserves the right to investigate any claim. Once the review and approval process of a claim is completed, the Manufacturer will proceed to replace, if required, the defective Products. Any such disagreement or recourse shall be exclusively under the jurisdiction of the province of Quebec common law courts of the Roberval or Rivière-du-Loup judicial district or in any other competent district should the Consumer Protection Act be applicable.

This warranty may not be amended or altered without the express written consent from an authorized representative of the Manufacturer.

No retailer or any other entity or person is authorized by the Manufacturer to make any statement or representation in relation to the Products, apart from the content of this warranty and the recommended installation instructions published by the Manufacturer. The Manufacturer shall not be bound or held responsible by such statements or representations.

This warranty applies only to the original Purchaser or to the first Purchaser of the Products. This warranty may not be transferred, assigned or alienated to anyone.

This foregoing warranty is exclusive and the only one that applies to the Products, excluding any and all other warranties, express or implied, statutory or conventional, with the exception of any legal warranty included in consumer protection acts, under the condition that such a warranty might be excluded or limited by contract.

The Purchaser is solely responsible for knowing his rights and obligations in relation to this warranty. Apart from the herein warranty, no other express warranty is provided by the Manufacturer for the Products.