

1. Limited Warranty

Subject to the terms, conditions and definitions set forth in this Limited Liability Warranty, Shelburne Wood Protection Ltd (“Bluwood Canada”, being the “Warrantor”) warrants to each Qualified Owner that the Bluwood coating will: (a) prior to use or installation, remain free of visual Mold for a period of 60 days from Date of Purchase; and (b) the coated surface of non-ground contact interior Components of a covered structure which have been coated by an approved applicator of Bluwood Canada’s anti-microbial coating will remain free from Mold for a period of 20 years following the Date of Installation, provided that Proper Installation has been used on the Qualifying Structure or Building Project. Components that are staged at any jobsite must be stored or stacked a minimum of 6” above ground contact, and must be covered (e.g. poly tarps).

“Component” means any truss, lumber, plywood, oriented strand board (OSB) (if used as flooring or sheathing), wood I-beam, structural insulated panel (SIP), parallel strand lumber (PSL), laminated veneer lumber (LVL), or other wood product intended for use in interior framing that is free from mold before treatment has been properly treated by an approved applicator of the Bluwood Canada coating system in conformity with the Bluwood Canada statements of correct practice and/or manual of standard practice (as in effect at the time of such treatment).

“Date of Installation” with respect to a Component means, for purposes of this Warranty, the earlier of: (a) the date on which such Component is Properly Installed, and (b) 60 days following the Date of Purchase.

“Date of Purchase” means, with respect to any Component, the date on which the first Qualified Owner of such Component either took title to such Component or accepted delivery of such Component, whichever oc-

curred first, and in either case as evidenced by a written receipt or invoice relating to the purchase thereof.

“Mold” means filamentous fungi in the phylum Zygomycota other than staining fungi (such as blue stain).

“Properly Installed” means, with respect to a Component, that such Component was installed (a) in accordance with all applicable building codes, and (b) within a Qualifying Structure, in an above-ground location that is not intended to become exposed to water or other liquids at any time during the occupancy of such Qualifying Structure and that is in fact continuously protected from actual or potential exposure to precipitate beginning not later than 60 days following the Date of Purchase of such Component.

“Qualified Owner” means with respect to a Component, (a) any person that purchases such Component for installation in a Qualifying Structure or Building Project, (b) the original legal owner of the Qualified Structure in which such Component is Properly Installed; and (c) each person who takes legal title to such Qualifying Structure prior to the 20th anniversary of the Date of Installation.

“Qualifying Structure or Building Project” means a building or building project constructed in Canada in accordance with all applicable building codes, and inspected and certified as to such compliance by a local building code official.

2. Limited Warranty Does Not Apply to or Cover

- Damage to any Component that has been exposed to repetitive wetting that results in entrapped excessive moisture or water after Date of Installation;
- Damage to any Component that has not been Properly Installed in a Qualifying

Structure as defined herein;

- Damage caused by termites or other insects or pests;
- Any Component that has been misused or subject to improper handling, storage, installation, or maintenance, including Components that have been surface abraded, gouged or fractured;
- Any Component damaged by non-wood ingesting insects or wood destroying animals;
- Damage to any Component resulting in whole or in part from any of the following: (A) any improper or incorrectly performed alteration to the Qualifying Structure made after the original installation of the Component(s) and/or failure of such alteration to meet or exceed all requirements of this Limited Warranty as applicable to original construction; or (B) any acts of God such as lightning, wind storm, hurricane, tornado, hail, flood, or other similar severe weather or similar natural phenomena; or
- Any cost associated with removal of damaged Components or transport, handling, delivery or installation of the replacement Component(s).

3. Exclusion of Implied Warranties

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY WARRANTOR WITH RESPECT TO COMPONENTS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. WARRANTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE CONSUMER LAW. NOTHING IN THIS LIMITED WARRANTY IS INTENDED TO CREATE ANY IMPLIED WARRANTIES, EXTEND SAME BEYOND THEIR CUSTOMARY DURATION OR MAKE WARRANTOR LIABLE FOR ANY IMPLIED

WARRANTIES THAT IT WOULD NOT BE LIABLE FOR IF THIS LIMITED WARRANTY HAD NOT BEEN GIVEN.

4. Warrantor's Maximum Liability or Obligation

Warrantor's sole obligation and liability is limited to reasonable costs of repair or replacement of the affected Bluwood Canada Coated Component(s), and including those costs incurred to restore structure to original condition, subject always to the limitations in Section 2 above. For greater certainty, the Warrantor's sole obligation and liability arises where Warrantor has acknowledged, in writing, or the owner has demonstrated that the certified Bluwood Canada coating has failed because the coated wood Component(s) has become unfit for its original purpose due to mold growth on the cured surface of the film. Warrantor reserves the right to cure and have remedial work performed and to have affected Bluwood Canada Coated Component(s) certified free of mold growth on the cured surface of the film.

In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages, including but not limited to personal injury, damage to property or lost profits, and whether resulting from any defect in any Component or otherwise. Some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

5. Claim Procedure Notification

To make a claim under this Limited Warranty, the owner of the Covered Structure must notify the building contractor of the residential covered structure and Warrantor in writing within thirty (30) days of the actual notice of mold growth on the cured surface of the film. The person submitting any such claim assumes responsibility for a reasonable service and travel charge as billed by Warrantor if inspection of the structure does not reveal that any Component fails to conform to this Limited

Warranty. It is the Qualified Owner's responsibility to establish the Date of Purchase and the Date of Installation, the date of pretreatment application and the date of any subsequent inspections, treatments, and remedial work. The Qualified Owner should do this by retaining any records relevant to the foregoing including: purchase invoices and receipts, building permits, contractor and service billings, service contracts, pretreatment certificates, and pest control inspection reports.

Such notice must be sent by certified mail, return receipt requested. Bluwood Canada, 201 Wellington Street, Shelburne, Ontario, LoN 1S3. Warrantor shall have thirty (30) days to accept or reject the claim in writing. The owner shall, upon request of the building contractor of the covered structure and/or Warrantor or either of their authorized representative(s), to inspect and photograph the affected areas of the Covered Structure, and to take samples and conduct nondestructive testing as often as building contractor of covered structure and/or Warrantor deems reasonably and necessary to process the claim.