Exterior Residential Decking & Siding 25 Year Limited Warranty **Thermally Modified Woods**

Nova USA Wood Products LLC, "Warrantor", warrants that our thermally modified decking and siding ("Products"), limited to Korina, Frake (Terminalia superba); Inari™, Nordic Spruce (Picea abies); and Ambara®, Ayous, Obeche (Triplochiton scleroxylon) for siding only are naturally durable as a result of the thermal modification process and will not suffer structural damage due to rot and decay for a period of at least 25 years from the date of consumer purchase from an authorized Nova USA Wood Products LLC dealer.

These products may show significant amounts of checking and are prone to weathering. Products must be installed in a residential structure that meets all applicable construction and safety codes. This Warranty is limited to the delivery to the purchaser's residence of a sufficient quantity of replacement decking or siding boards and does not include installation, re-installation, nor any cost related to lack of use.

Decking - Installations with hidden fasteners are not covered by our Warranty unless the pre-grooved boards are installed with Nova's ExoDek® QuickClip® and finished with an approved oil-based exterior wood finish on all sides. Alternatively, material must be face-screwed either with or without plugs to be eligible for warranty coverage. Installations must have adequate ventilation underneath the deck and must have a minimum clearance of 36" between the bottom of the deck and the ground when using 1x6 and 5/4x6; 1x4 and 5/4x4 require a minimum clearance of 16". Adequate ventilation is defined as no less than 50% unrestricted open air low beneath the deck on at least 3 sides. Exposed ground beneath the deck must be sealed with a vapor barrier and moisture must not be allowed to accumulate underneath the deck; the ground should be sloped at a minimum 1:12 pitch away from the structure.

Siding – Installations with hidden fasteners are not covered by our Warranty unless boards are installed with Nova's ExoClad® QuickClip® and finished with an approved oil-based exterior wood finish on all sides. Minimum clearance above bare ground, concrete, or other hard surface is 6". Any material below 6" of clearance will likely be subject to exposure to rain and moisture and will not be covered by this Warranty.

All other installation instructions, as published on Nova's website at the time of installation, must be followed for this warranty to be valid.

In order to validate your Warranty, you must complete and mail the following registration card within 90 days after installation, or you may complete our online warranty registration at novausawood.com/warranty-registration. A copy of the receipt from an authorized Nova USA Wood Products LLC retailer and a photo of the project are required to be mailed or emailed as part of your Warranty registration.

Mail to: 3821 24th Ave, Forest Grove, OR 97116 Email to: sales@novausawood.com

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WARRANTY REGISTRATION FORM – MUST INCLUDE RECEIPT AND PHOTO

Mail to: 3821 24th Ave, Forest Grove, OR 97116 Email to: sales@novausawood.com

Name _____

Address _____

City _____ State _____ Zip _____

Material purchased from _____

Date project completed _____

Description of project _____

Comments _____

Terms and Conditions of Nova USA Wood Products LLC Warranty

1. **DISCLAIMER OF ALL OTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) THE WARRANTIES AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES FOR THE PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AND (II) NO STATUTORY OR IMPLIED WARRANTIES OF ANY KIND ARE MADE, AND EACH IS HEREBY EXPRESSLY EXLCUDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY STATUTORY OR IMPLIED WARRANTIES CANNOT LAWFULLY BE EXCLUDED, SUCH WARRANTIES SHALL BE LIMITED TO THE WARRANTY PERIOD AND OTHERWISE BE SUBJECT TO THE TERMS OF THIS LIMITED WARRANTY.

2. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NONE OF NOVA OR ITS OFFICERS, DIRECTORS, MANUFACTURERS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS OR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE FOR (I) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF ACTUAL OR ANTICIPATED PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS, WHETHER ARISING OUT OF BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE OR (II) ANY CLAIM ASSERTED MORE THAN 25 YEARS AFTER THE DATE OF PURCHASE.

3. **MAXIMUM LIABILITY.** The Warrantor shall at its sole option either replace, repair, or compensate by cash payment any materially damaged Product from the date of delivery until the expiry of the period set out under paragraph 2 above. Any cash compensation shall be limited to the value of the original invoice for the materially damaged Products purchased and the compensation shall decrease during the Warranty period as follows:

Maximum warranty compensation % of the value of the original purchase price of material for damaged product	Years from original installation date and valid warranty registration
100%	0 – 5
80%	5 – 10
60%	10 – 15
40%	15 – 20
20%	20 – 25

4. **Governing Law; Jurisdiction.** This Warranty will be governed by and interpreted in accordance with Oregon law without regard to conflicts of law principles. If for any reason any controversy, claim, or dispute arising out of or relating to this Warranty is to be resolved in a court of law, the parties irrevocably submit to the jurisdiction of any state or federal court sitting in the state of Oregon and waive any objection to jurisdiction and venue in those courts, and waive any claim that forum is an inconvenient forum.

5. All other installation instructions, as published on Nova's website at the time of installation, must be followed for this warranty to be valid.