

SilvaTrim™ SilvaSoffit™

15 Year Limited Warranty

1. COVERAGE

SilvaStar Forest Products warrants to the purchaser and all transferees prior to and including the first owner of the structure to which the product is installed and the first transferee of such structure (each covered person). When properly installed and maintained, SilvaTrim™ / SilvaSoffit™ products shall be warranted for a period of 15 years from the date of purchase and will be free of manufacturing defects that cause swelling, rotting, or delamination. If during the warranty period SilvaTrim™ / SilvaSoffit™ products becomes defective, SilvaStar Forest Products at its sole discretion, will either repair or replace the defective portion or reimburse the covered owner for up to two times the original SilvaStar Forest Products sales price for the defective portion of the product. SilvaStar Forest Products will not pay any costs associated with: labor, removal, project delays, or accessory materials. SilvaTrim™ / SilvaSoffit™ products are only covered under warranty when installed within the Continental United States.

2. CONDITIONS

SilvaStar Forest Products liability to the covered person is subject to the following terms and conditions:

1. SilvaTrim™ / SilvaSoffit™ products must be properly stored and installed according to the manufactures printed instructions, and adhere to all building codes, applied by federal, state, and local governments or government agencies at all times between purchase and installation.
2. During installation, all cut ends and other exposed surfaces must be coated according to manufactures specifications.
3. SilvaStar Forest Products will bear no responsibility for defective product that is altered by further processing after shipment.
4. The covered person must provide written notice within 30 days after discovery of the problem. and proof that he or she is the covered person.
5. SilvaStar Forest Products must have free access to inspect the product(s) in question, remove samples, and take pictures at their discretion.
6. All compensation for repairs or replacement must be approved by SilvaStar Forest Products prior to the repair or replacement of the claimed product(s).
7. SilvaTrim™ / SilvaSoffit™ must be top coated in factory or field with a minimum 15 year warranted acrylic latex topcoat on all surfaces according to manufactures specifications.
8. The covered person must provide proof of purchase for the products applied in section 2 and 7 listed above.

3. EXCLUSIONS

This warranty excludes damage and defects due to:

1. Improper storage, shipping, handling, installation, and maintenance.
2. Neglect, abuse, repair or alteration.
3. Structural movement or settlement to which the product is attached.
4. Acts of god (including but not limited to fire, hurricanes, tornadoes, floods, severe weather).
5. Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the product (whether exposed or unexposed surfaces).

4. MODIFICATION OR DISCONTINUATION

SilvaStar Forest Products reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuance.

5. SETTLEMENT

Any cash refund or material replacement by SilvaStar Forest Products shall constitute full settlement and release of all claims of any covered person for damages or other relief, and shall be a complete bar to any litigation filed subsequently by the covered persons acceptance of compensation of said damages.

6. DISCLAIMERS

The statements in this warranty constitute the only warranty extended by SilvaStar Forest Products for the SilvaTrim™ / SilvaSoffit™ products. SILVASTAR FOREST PRODUCTS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE THE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, OR BY USAGE OF TRADE OR COURSE OF DEALING IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR SELLER BY THE OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCTS OR THEIR INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.