

# SilvaWood™

## 15 Year Limited Warranty

### Terms and Conditions

#### 1. LIMITED WARRANTY COVERAGE

SilvaStar™ warrants (for installation within the U.S. and Canada) the coating performance of the SilvaWood™ Series Coating applied by SilvaStar™ for a period of fifteen (15) years from the date of coating application, or for as long as the original owner owns the building on which it was originally installed, whichever is shorter. Original owner includes the builder, developer and first purchaser of the building. For the period of this warranty, SilvaStar™ will cover:

**Durable Protection** - In normal usage and weather conditions, the coating will not blister, peel, or flake. THIS WARRANTY DOES NOT COVER FAILURE OF THE PRIMER APPLIED BY THE SIDING MANUFACTURER.

**Non-Yellowing** - The coating will not yellow in normal usage and weather conditions.

**Washable** - Dirt removal will not damage the coating when using a mild detergent, soft sponge, and gentle hose rinse. POWER OR PRESSURE WASHING WILL VOID THE WARRANTY.

**Will not stain lower surfaces** - Chalk washdown will not discolor surfaces below the siding.

**Resist Erosion** - The coating will not erode to expose the substrate.

If SilvaStar™ determines that the coating has failed to meet the terms of this warranty, SilvaStar™ as its sole liability and in lieu of any direct, indirect, or consequential damages will supply sufficient replacement coating to cover the affected areas, or at SilvaStar's option, will credit or refund the purchase price of the defective coating at a pro-rated basis according to the following schedule: for years one through six – 100% of the cost of coating, for years seven through fifteen the amount will decrease 10% per year. Costs of labor for application of replacement products are specifically excluded from this warranty and are the owner's responsibility. Cost of replacement siding material or other substrate is not included in this warranty.

#### 2. CONDITIONS OF WARRANTY

SilvaStar's liability hereunder to the covered person shall be subject to the following terms and conditions:

- A. The claimant must provide proof that he/she is a covered person.
- B. The Product must be stored according to the manufacturer's instructions at all times between purchase and installation.
- C. The Product must be installed according to SilvaStar's printed installation, application and maintenance instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the Product per the manufacturer's published instructions may effect Product performance and voids the Warranty.
- D. The covered person must provide written notice to SilvaStar™ within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for SilvaStar™ to investigate the claim. Photos of the Product, showing the defect or failure are not only helpful, but also must accompany the notice, when appropriate.
- E. Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow SilvaStar™ or SilvaStar's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

#### 3. EXCLUSIONS

This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (c) of this warranty) and/or improper installation of studs or other accessories; (b) Exposure to harmful chemicals, fumes, vapors, salt spray, air pollutants, or other misuse or abuse; (c) neglect; (d) abuse; (e) misuse; (f) repair or alteration; (g) settlement or structural movement and/or movement of materials to which the Product is attached; (h) damage from incorrect design of the structure; (i) exceeding the maximum designed wind loads; (j) acts of God including, but not limited to, hurricanes, tornadoes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (k) performance of any paints and/or coatings which are not SilvaStar™ and/or SilvaStar™ affiliated applied; (l) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mold or mildew are expressly excluded; (m) lack of proper maintenance; (n) any cause other than manufacturing defects attributable to SilvaStar™.

When SilvaWood™ Series coating is applied to natural wood substrates, this warranty does not cover damage or defects resulting from or in any way attributable to: (a) extractive and knot bleed; (b) variations in grain and color, knots, mineral streaks and pitch pockets.

#### 4. DISCLAIMER

The statements in this Warranty constitute the only warranty extended by SilvaStar™ for the Product. SILVASTAR™ DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE 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 THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS 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.

#### 5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

IN NO EVENT WILL SILVASTAR™ BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**6. MODIFICATIONS AND ALTERATIONS OF PRODUCTS**

SilvaStar™ shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

**7. SETTLEMENT OF CLAIM**

Any refund or material replacement by SilvaStar™ pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

**8. MODIFICATION OR DISCONTINUATION OF PRODUCTS:**

SilvaStar™ 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 discontinuation.

