

1. Scope of the Warranty

- 1.1. This Warranty is exclusive to: the original purchaser of Accoya® Color grey from Accsys Technologies; the original owner of any structure on which the Accoya® Color grey is installed; and the next legal owner of that structure. This Warranty is non-transferrable or assignable to any other person.
- 1.2. Accsys Technologies warrants that at the date of delivery as stated on the invoice, Accoya® Color grey shall be in accordance with our Accoya® Color grey Grading Specifications (available via our website www.accoya.com).
- 1.3. In addition, Accsys Technologies warrants that Accoya® Color grey shall remain free of material damage (as defined below in paragraph 2.1) from the date of delivery of the Accoya® Color grey as stated on the invoice and for:
 - (a) 50 years when the Accoya® Color grey product is used as siding and trim; and
 - (b) 25 years when the Accoya® Color grey product is used as deck boards, and deck boards on fresh and saltwater docks provided that the 25 year Accoya® Color grey warranty does not apply to installations in Florida and/or commercial project installations, when a 10 year warranty shall apply.

2. Definition of Material Damage

- 2.1. For the purposes of this Warranty, Accoya® Color grey shall be materially damaged if it is shown that in ordinary usage:
 - (a) the Accoya® Color grey product has been materially damaged by fungal decay or rot (for the purposes of this Warranty fungal decay shall be limited to decay caused by all soft-rot fungi and fungal species including the main species used in independent industry standard durability testing: *Poria placenta*, *Coniophora puteana*, *Gloeophyllum trabeum*, *Coriolus versicolor*, *Serpula lacrymans* and shall not include common surface mold, mildew or any other organism, bacteria or fungi); or
 - (b) the maximum swell or shrinkage in one direction is greater than 2.5% during normal use;
- in both (a) and (b) above, such that the Accoya® Color grey does not perform its intended function.

3. Remedy

Accsys Technologies shall at its sole discretion either replace, repair or compensate by payment any Accoya® Color grey that is materially damaged from the date of delivery until the expiry of the periods as set out at paragraph 1.3 above.

Any compensation shall be limited to the cost of replacement of the Accoya® Color grey boards that are materially damaged, at the date of notification to Accsys Technologies of the material damage.

4. Exclusions of Remedy and Warranties

- 4.1. In no event will Accsys Technologies be liable for any incidental, economic, exemplary, special, punitive or consequential damages, whether direct or indirect, howsoever arising.
- 4.2. The statements in this Warranty constitute the only warranty given by Accsys Technologies and all other express or implied warranties, including any implied warranties of merchantability or fitness for a particular purpose (save where arising under applicable product warranty laws that cannot be lawfully disclaimed) are expressly excluded to the fullest extent possible by law.

5. Conditions

This Warranty shall be subject to the following terms and conditions:

- 5.1. Claims must be made in writing to Accsys Technologies within 30 days after discovery of suspected material damage, accompanied by an original Certificate of Warranty, copies of the relevant invoice(s), a statement describing the damage and photographs showing the suspected material damage.
- 5.2. Accsys Technologies reserves the right to inspect the material damage in situ prior to the authorisation by Accsys Technologies, in its sole discretion, of any repair, replacement or financial compensation. From the date of suspected material damage is detected, the claimant must take all reasonable steps to protect the Accoya® Color grey from any further damage.

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- 1 For the avoidance of doubt, where the end product is positioned less than 8 inches above ground, it shall be deemed use under clause 1.3B and the 25 or 10 year warranty shall apply according to the circumstance.
- 2 Commercial projects are when Accoya® Color grey is installed on any building other than a primary or secondary home of the owner.
- 3 Swelling and shrinkage can only be validated by removal and testing whether the shrinkage or swell is greater than 2.5% from full water saturated to oven dry according to standard tests.

- 5.3. Accoya® Color grey must be stored, installed and/or used in accordance with Accsys Technologies' written instructions and all certification bodies and building codes adopted by federal, state or local governments or governmental agencies applicable to the installation. Failure to install Accoya® Color grey in accordance with Accsys Technologies' written instructions will invalidate this Warranty. The Accoya® Color grey installation guide can be found at www.accoya.com
- 5.4. Accoya® Color grey decking should be cleaned annually with a deck cleaning product and inspected after cleaning with repair to any damaged areas undertaken.
- 5.5. This Warranty does not cover the costs associated with removal of damaged Accoya® Color grey or re-installation of replacement Accoya® Color grey or any remanufacturing costs.

Failure to follow these conditions may invalidate any claim under this Warranty.

6. Exclusions

This Warranty does not cover:

- 6.1. results of any contact between Accoya® Color grey and liquids that have a pH higher than 9;
- 6.2. any extended immersion of Accoya® Color grey in salt and/or brackish water (American Wood Protection Association Use Category Designation UC5);
- 6.3. any contact or proximity to other wood types exhibiting wood rot or decay;
- 6.4. any Accoya® Color grey subsequently modified or impregnated, for example by chemical treatments, without the prior written approval of Accsys Technologies; or damage or defects resulting from or in any way attributable to:
 - (a) improper storage, handling, installation or use of the Accoya® Color grey, including but not limited to any damage where Accsys Technologies' written instructions have not been followed;
 - (b) misuse, neglect, alteration or abuse of the Accoya® Color grey;
- (c) settlement or structural movement and/or movement of materials to which the Accoya® Color grey is attached;
- (d) damage from incorrect design of any structure or where the maximum designed wind loads are exceeded for any structure;
- (e) acts of God, such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena or other acts outside of Accsys Technologies control; and
- (f) any other cause other than manufacturing defects attributable to Accsys Technologies.

7. Geographical coverage

This Warranty applies to Accoya® Color grey purchased, installed and/or used in the Continental United States of America or Canada.

8. Contact

You may contact Accsys Technologies by writing to the address shown on page 2 of this Warranty.

9. Governing Law and Disputes

This Warranty is governed by the laws of the State of Texas and any disputes relating to this Warranty shall be subject to the exclusive jurisdiction of the courts of the State of Texas or to arbitration at the discretion of Accsys Technologies.

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