

A|Wood Lifetime Limited Warranty

LIMITED WARRANTY

Statement of Warranty:

This warranty is given to either **(1)** the original purchaser or **(2)** the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter Purchaser), of Aproduct decking materials (hereinafter Products) or the accessories such as joists, pedestals, clips, screws (hereinafter the system) manufactured by Aproduct Wood Floors (hereinafter Manufacturer). For purposes of this warranty, a Residential Purchaser shall refer to a single-family residential homeowner and a Commercial Purchaser shall refer to any Purchaser other than a single-family residential homeowner.

Except as set forth in the exclusions, limitations and restrictions set forth below, Manufacturer warrants to a Residential Purchaser that for 20 of the product (10 years for a Commercial Purchaser) and according to the prorated schedule below, the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that

- (1)** occur as a direct result of the manufacturing process
- (2)** occur under normal use and service,
- (3)** occur during the warranty period and
- (4)** supply will be free of splitting, cupping, splintering, blistering, peeling, flaking, cracking, rotting or structural damage from termites or fungal decay.

The criteria for selection of the woods that compose our range is based on their natural characteristics of physical and mechanical performance, as well as its natural resistance to rotting, fungi, insects or any other biotic agent as well as withstanding changes of temperature while featuring low moisture absorption and release.

This Warranty will only apply when Aproduct is installed allowing a 4mm distance between boards given by the system's accessories. Aproduct supplies at a balance humidity level between 15 to 20%. Note the following scenarios should be taking into account prior to any installation work: IF upon installation work, balance humidity levels of the Aproduct boards have changed, gap between boards will have to be adapted to the new scenario. In case of lower humidity: Aproduct's gap will have to be wider. Contrarily if boards have generally absorbed humidity, gap will have to be narrower. Max plus minus 2mm.

Exclusions from Warranty Coverage:

Manufacturer does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to:

- (1)** improper installation of the Products and/or failure to abide by the Manufacturer's installation guidelines, including but not limited to improper gapping, incorrect use of accessories or clips, joist assembly and placing;
- (2)** use of the Products beyond normal use, or in an application not recommended by the Manufacturer's installation guidelines and/or local building codes;
- (3)** loss of humidity in the wood (in specific environment conditions of severe drought, Aproduct will eventually have to be watered regularly in order to maintain its hygroscopic equilibrium within reasonable values (moisture content), until air humidity levels comes back to normal)
- (4)** movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed;
- (5)** any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.);
- (6)** variations or changes in color of Products;
- (7)** normal weathering of surfaces;
- (8)** improper handling, storage, abuse or neglect of the Products by Purchaser or third parties;
- (9)** contraction and expansion of the boards: Aproduct raw materials are kiln dried down to outdoor balance humidity level as stated above. Estimated maximum percentages for optimum performance: in dry conditions Aproduct may release moisture until reaching saturation point at 8% moisture content. On the other hand, may absorb moisture when general humidity level grows until eventually reaching saturation point at 28% moisture content. The flexibility of the system will enable to adapt to such movements while still keeping the whole system in good balance as well as allowing enough space for water to drain even at saturation points. In both cases boards may experience growth and contraction.
- (10)** exposure to, or direct or indirect contact with extreme heat sources which may damage the surface of the product;
- (11)** re-manufacturing by third parties;
- (12)** like in every natural component, the action of UV rays will cause color fading and superficial fissures due to lose of moisture content on the upper surface of the board. Regular application of recommended oils will counteract these effects, which will in fact stabilize in a short period of time and do not affect the durability and good performance

of the product.

(13) any fasteners not supplied by Manufacturer other than those of the system

(14) improper application of oils and other protective or cleaning products not recommended in the installation guide or approved by the Manufacturer in writing.

(15) insufficient drainage: by means of the system Aproduct boards will not have to be drilled presenting a smooth untainted surface. If not forced, the fastening system will always initially leave a gap of 4mm between boards. This gap will allow water to drain as well as leaving space for the boards to expand and contract when interacting with the environment due to changes of humidity level. In order to prevent the Aproduct to be in contact with high levels of humidity for long periods of time, installation works will have to make sure proper slopes and drainage pipes are made for water to go away as fast as possible.

Warranty will not apply if Aproduct wood flooring has been exposed to high levels of humidity for a long period due to bad drainage under construction or insufficient height of deck against base underneath.

(16) Subtle warping: Isolated cases of subtle warping within low proportion (up to 3% of total floor) must be accepted as natural due different nature of every board. Substitution of certain boards shall be considered as regular maintenance works and should be assumed by the Purchaser or otherwise Owner. Without limitation on any other provision of this Limited Warranty, all guarantees, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs:

- (i)** The System has not been installed, maintained or it is not used in accordance and strictly to The Company's installation guide and all applicable laws, codes and regulations.
- (ii)** Misuse of the product whether foreseeable or unforeseeable.
- (iii)** Failure of property maintenance or repair.
- (iv)** Failure to inform The Company of any defect or failure in The Product or System.
- (v)** Use of fasteners other than supplied by The Company to the extent that The Product installation failures resulted from the use of non-suitable fasteners.

Purchaser is solely responsible for included but not limited to determining the effectiveness, fitness, environmental / climate suitability and safety of the Products in connection with their use in any particular application.

How to report a claim:

In the case that the Purchaser discovers a defect in any of the Products covered under this Limited Warranty during the applicable warranty period, Purchaser must, within thirty (30) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Manufacturer by e-mail or letter, ensuring that the information has been delivered and there is a written confirmation of the lecture by the Export or Technical Department at Aproduct. Purchaser may submit a claim by contacting the Manufacturer in writing, at the following address:

***NOTE:** The claim will be void in case there is no written confirmation of receipt.

What to include:

Purchaser must include in this notification proof of purchase and a statement explaining the defect and representative pictures of the defect and the corresponding affected area. Manufacturer may request additional information. It is a further condition of this Warranty that the Manufacturer will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect. After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser's claim is valid, Manufacturer will, at its option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation).

The Manufacturer will not be liable for labor and/or removal costs connected with the claim. Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but Manufacturer does not guarantee an exact match as dimensions may change (included but not limited to thickness, width and length). In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Aproduct's Products.

Notice of Dispute

In the event of a dispute, you must give The Company a written communication that shows the name, address and contact information of the party giving it, the facts giving rise to the dispute and the repair requested by email to info@aproductus.com and receive a confirmation to your e-mail. You must attempt to resolve any dispute

through informal negotiation within 60 days from the date of dispute notification is received – acknowledgment of receipt. After 60 days you may start with arbitration process.

Litigate

You may also litigate any dispute in small claims court in the country of your residence, if the dispute meets all the requirements. You may litigate whether or not you negotiated informally first.

Choice of LAW

District of Columbia law shall govern the interpretation of this Limited Warranty and claim that The Company breached it, regardless of conflict or law principles.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIFETIME LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY APRODUCT AND ARE IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF APRODUCT'S AND THE PURCHASER/PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN PARTICULAR, IN NO EVENT SHALL APRODUCT BE LIABLE TO THE PURCHASER/PROPERTY OWNER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE APRODUCT

PRODUCTS OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

Residential Recovery

YEAR OF CLAIM

1	0-5 years
0.8	6-9 years
0.6	10-12 years
0.4	13-16 years
0.2	17-19 years
0.1	20 years

Commercial Recovery

Year of Claim

1	0-2 years
0.8	3-4 years
0.6	5-6 years
0.4	7-8 years
0.2	9 years
0.1	10 years

NOTE RESIDENTIAL/COMMERCIAL: in case pine or a conifer wood species are used as joists, even under vacuum treatment, all the warranties are reduced to 5 years prorated warranty time scale