

ColorPRO Fencing Board 2-Year FADE Limited Warranty & 10- Year Limited Warranty

Subject to the terms and conditions contained in this limited warranty, Biewer Lumber LLC ("Biewer") warrants to the original residential purchaser that ColorPRO Fencing Boards manufactured by Biewer and used and installed in accordance with this limited warranty, and when used in Fencing Board applications located in the United States of America, will not fade from light and weathering when used on a vertical fencing application, as measured by a color change of more than 5 Delta E (CIE) units for a period of 2 years from date of purchase. ("ColorPRO fade limited warranty"), and are protected for a period of 10 years against damage caused by fungal decay and termites that makes the Protected Fencing Boards structurally unfit for the application for which they were intended and which damage appears during the term of this limited warranty.

These limited warranties are only provided to the original residential purchaser and is non-transferable and may not be relied on and will not inure to the benefit of, any other person, firm or entity. The term of the Fade Limited Warranty limited warranty is two (2) years, the Warranty against rot and fungal decay is ten (10) years from the date of purchase of the ColorPRO Fencing Boards by the first purchaser of the Fencing Boards from Biewer or from Biewer's Distributor and Retailer customers.

For warranty remedy, contact the ColorPRO Fencing Warranty claim administrator at:

**Biewer Lumber LLC
812 S. Riverside
St Clair, MI. 48079**

This limited warranty only applies to Fencing Boards that are protected, installed, used in residential applications and maintained in accordance with all of the following requirements, including compliance with Instructions provided in writing Biewer Lumber LLC) (the "Instructions") as displayed on www.BiewerLumber.com as may be amended by Biewer from time to time.

- * Only ColorPRO approved Fencing Board substrates can be used, as provided in the ColorPRO Instructions.
- The Fencing Boards must be branded, tagged, labeled, or otherwise marked as ColorPRO Fencing Boards, as provided in the ColorPRO Instructions.

- The Fencing Boards must be shipped, stored, handled, and installed in accordance with the Instructions
- All field cut ends or any holes drilled of greater than 0.25 inches in diameter require field retreatment with 2% Copper in the form of Copper Naphthenate at the time of installation. Fencing Boards that are sanded, planed, molded or ripped in the field must be retreated with 2% Copper in the form of Copper Naphthenate with two saturating brush coats at the time of installation. Fencing Boards modified after treatment and not retreated as provided in this paragraph are not covered by this limited warranty.
- The Fencing Boards must be used and maintained in accordance with the Instructions
- The Fencing Boards must be used for Fencing Board applications only and all codes, standards, and regulations for their use must be followed. Fencing Boards must be used above ground, not in ground contact, and not in contact with soil, dirt, untreated wood, plant debris, bark, sawdust, mulch, grass cuttings, concrete, other building materials, or any other materials, including but not limited to Fence Boards, Fence Rails and Fence Posts that have not been properly treated as provided in the ColorPRO Instructions.

Fencing Boards that do not satisfy all of the above requirements are not covered by this limited warranty.

The Original residential purchaser ("Purchaser") will be entitled to replacement product for the Fencing Boards which fade or rot contrary to the terms of this Warranty which fading appears during the term of this limited warranty. To request reimbursement the original residential purchaser must send the first purchaser's proof of purchase of ColorPRO Fencing Boards to Biewer Lumber LLC with photographs and samples of the damaged Fencing Boards. The proof of purchase and photographs and samples must be submitted in accordance with the ColorPRO Instructions. In addition, at Biewer Lumber LLC request, they or its representative must be permitted to inspect and test the faded Fencing Boards in the fence before responding to a warranty claim.

EXCEPT FOR THE REMEDY SPECIFICALLY PROVIDED IN THIS LIMITED WARRANTY, UNDER NO CIRCUMSTANCES SHALL BIEWER LUMBER LLC, OR ITS CONTRACTORS, AFFILIATES, DISTRIBUTORS OR RETAILERS BE LIABLE FOR ANY DIRECT,

INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES BECAUSE OF THE FAILURE OF BIEWER LUMBER LLC PRODUCTS, ColorPRO WOOD-PROTECTION MATERIALS, EQUIPMENT USED TO PROTECT FENCING BOARDS WITH SUCH MATERIALS AND/OR WOODTREAT® PROTECTED FENCING BOARDS TO PERFORM, OR FOR ANY CLAIMED DEFECT IN ANY SUCH FENCING BOARDS, INCLUDING BUT NOT LIMITED TO ANY DAMAGES BECAUSE OF DAMAGE OR HARM TO OR LOSS OF OTHER PROPERTY, LOSS OF TIME, LOSS OF USE, LOST PROFITS, LOST REVENUE, LOST GOODWILL, BUSINESS INTERRUPTION, LABOR COSTS, MATERIAL COSTS, INVESTIGATION COSTS, TESTING COSTS, COSTS OF INSTALLATION OR REINSTALLATION, ATTORNEYS' FEES, EXPERT FEES, PERSONAL INJURY (INCLUDING BUT NOT LIMITED TO DEATH), DAMAGE TO REAL OR PERSONAL PROPERTY, TEMPORARY LIVING EXPENSES AND ANY AND ALL OTHER SIMILAR COSTS AND EXPENSES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT OR OTHERWISE. EXCEPT FOR THE SPECIFIC WARRANTY COVERAGE SET FORTH IN THIS LIMITED WARRANTY, BIEWER LUMBER LLC GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ColorPRO OR OTHER BIEWER LUMBER LLC PRODUCTS, ALL EQUIPMENT USED BY BIEWER TO FORMULATE, MANUFACTURE AND/OR APPLY ColorPRO WOOD-PROTECTION MATERIALS, AND/OR THE PERFORMANCE, APPLICATION OR USE OF SUCH PRODUCTS AND EQUIPMENT, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED.

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