

KNOTWOOD

LIMITED LIFETIME WARRANTY

USA www.knotwood.com

Warrants to (name of Person or Entity where product is installed):	
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That any Knotwood aluminum products as identified by the Product Codes listed below. Knotwood products will conform to the standards set out in Clause 1 and Clause 2 of this Warranty (attached), subject to the terms and conditions set out in Clause 3 of this Warranty (attached).

Print Name of Contractor or Owner:	
Project Name:	
Property Address:	
Substantial date of completion:	
Description of product on job site:	

I have read and agree to the terms of the Knotwood Product 15 year finish warranty and acknowledge receipt of a copy of the Warranty Certificate.

Signature of Contractor or Owner:	
Date:	

Duly authorised on behalf of Knotwood* - Name & Signature	
Date:	

*For purposes of this Warranty, OmniMax International, Inc. is the company providing the warranty for the Knotwood products in North America as contained herein. All representations and responsibilities for the Knotwood product in North America under this Warranty will be provided for by OmniMax International, Inc.

Clause 1. Knotwood expressly warrants that its aluminum products are free from manufacturing defects in material or workmanship.

When installed according to Knotwood specifications and properly maintained, such product is guaranteed against the following:

- 1.1 Buckling: The product itself will be free of any buckling that is not associated with the substrate and/or structure to which the Knotwood system is attached. For the purpose of this warranty, buckling shall be defined as warping of the product(s) exceeding one sixteenth of an inch out of plane per linear foot.**

- 1.2 **Corrosion:** When applied by an approved applicator and properly maintained, such product is further guaranteed against rusting and corroding. Subject to the limitations set out in Clause 3.
- 1.3 **What we will do.** If, during the Limited Warranty Period, the Product is defective in material or workmanship as noted in this Clause 1, Knotwood will, in its sole discretion, replace the defective portion of the Product utilizing such normal materials, methods and workmanship as are needed to fulfill the original guarantee. Knotwood's replacement of the defective Product of this Limited Warranty is the exclusive remedy for any defect in materials or workmanship. **KNOTWOOD WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.**

Clause 2. Knotwood Finish

During the warranty period there will be:

- 2.1 **Checking/Cracking.** No visible checking or cracking of the Knotwood Finish.
- 2.2 **Chalking Resistance.** No chalking of the Knotwood Finish in excess of that represented by No.6 rating based on ASTM D4214.
- 2.3 **Color Retention.** No color change of the Knotwood Finish greater than 5 (five) CIE Lab AE units calculated in accordance with ASTM 2244 Section 6.3. Color change shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other 3 contaminants, corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30° C)
- 2.4 **Gloss Retention.** Coated surface will exhibit gloss retention of a minimum of 30% of the original. Gloss retention shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30° C)
- 2.5 **Adhesion.** Adhesion of Knotwood Finish when initially applied to test panels and measured by reference to AAMA 2604-02 Clause 7.4.1.1 will show no removal of the film.
- 2.6 **What we will do.** Knotwood's exclusive liability under this Clause 2 warranty will be limited to refinishing, repairing and/or replacing, at Knotwood's sole discretion, the defective portion of the Product. Knotwood's replacement of the defective Product of this Limited Warranty is the exclusive remedy. **KNOTWOOD WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.**

Clause 3. Warranty Terms and Conditions

- 3.1 The "Warranty Period" for the warranties in Clause 1 shall mean the lifetime of the product for as long as the "owner", "purchaser" named above shall live and own the property on which the material was originally installed and for the warranty in Clause 2 shall mean fifteen (15) years, commencing on the date of completion.
- 3.2 Registration of the product is required for the warranty to be in effect. This warranty is valid for the original purchaser and one other owner of the structure where the product(s) have been installed.
- 3.3 One time transfer of warranty. Upon change of ownership, this Warranty, if still in effect, may be transferred to the new owner by the original purchaser under the terms and conditions of this Warranty, provided that the transfer must be registered not later than 90 days after transfer of the legal title to the property on which the product is installed; and provided that after the transfer, the Warranty shall be prorated based upon the date of installation. The right to transfer this Warranty is limited to the original purchasers and does not extend to transferees. If the transfer is not registered within ninety (90) days after transfer of the legal title, then Knotwood shall have no further obligation under this Warranty.
- 3.4 If, in Knotwood's sole opinion, it is not commercially practical to repair, refinish or replace the product under either Clause 1 or 2, Knotwood will as the sole exclusive remedy refund an amount up to the owner's original purchase price of the defective product.

3.5 The warranty will not extend or cover:

- (a) Damages to the coated metal caused by handling, shipping, processing and/or installation; or
- (b) Damages to the coated metal caused by scratching or abrading after installation; or
- (c) Damages to the coated metal as a result of standing water in horizontal installations.
- (d) Color variation and blemishes that occur as a direct result of the normal sublimation process. The product is designed to look like real wood, so there will be some color and image inconsistencies and not every piece of the product is designed to be exactly the same.
- (e) Knotwood product that is exposed to atmospheric conditions with corrosive or aggressive atmospheres, such as those contaminated with chemical fumes, salt or other corrosive elements, including marine or coastal areas within the proximity of a body of salt water.
- (f) The warranty will not be applicable to damage or failure, which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, or other such similar or dissimilar occurrences beyond Knotwood's control.
- (g) Customer shall make available to Knotwood. the dates of the installation of the coated metal, the maintenance records including details of washing and cleaning procedures in compliance with the annual cleaning requirements as stated in the Required Maintenance section of this warranty. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein.
- (h) Claims must be made in writing to Knotwood within 30 days of the discovery of a problem and authorization obtained prior to beginning any repair and/or refinishing work. The claimant must provide proof of coverage. Claims can be made by writing to Knotwood at the Product Performance Department. After receiving such notice, Knot wood must be given a reasonable opportunity to inspect and verify the claim.
- (i) The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by Knotwood. Color variance between refinished and/or repainted product and original shall not be indicative of a defect.

3.6 EXCLUSION OF WARRANTIES. THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT BETWEEN PARTIES IN RELATION TO ITS SUBJECT MATTER AND SUPERSEDES ANY PREVIOUS AGREEMENT WHETHER WRITTEN OR ORAL BETWEEN THE PARTIES IN RELATION TO ITS SUBJECT MATTER. THE LIMITED WARRANTIES STATE THE ENTIRE LIABILITY OF KNOTWOOD WITH RESPECT TO THE PRODUCTS COVERED BY THEM. KNOTWOOD SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF KNOTWOOD EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND ANY SUCH STATEMENT SHALL NOT BE BINDING ON KNOTWOOD EXCEPT AS EXPRESSLY SET FORTH ABOVE, KNOTWOOD MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES SHALL BE THE DURATION OF THE LIMITED WARRANTY OR SUCH SHORTER DURATION AS PROVIDED UNDER APPLICABLE LOCAL LAW. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM AREA TO AREA.

3.7 NOTHING IN THIS WARRANTY SHALL BE CONSTRUED AS A WARRANTY OF THE WORKMANSHIP OF ANY INSTALLER OR AS IMPOSING ON KNOTWOOD ANY LIABILITY FOR UNSATISFACTORY PERFORMANCE CAUSED BY FAULTY WORKMANSHIP IN INSTALLATION.

3.8 Required Maintenance. On an annual basis use a soft sponge or cloth, water and mild detergent, non-abrasive soap with the pH range of 5-9 to clean the powder coated area of dirt, grim and other debris. Pressure washing and the use of harsh detergents or chemicals is not recommended. Include in your maintenance records the following: date, time, specific products used, name of maintenance person and their designation, maintenance company name and general condition of the powder coated finish. Knotwood requires fresh water cleaning and maintenance program be in effect to prevent corrosion from accumulated deposits