

THE IRON WOODS® IPE 25 YEAR LIMITED DECKING WARRANTY

Timber Holdings USA LLC., hereafter "Warrantor", warrants that IRON WOODS Ipe decking

- When originally purchased directly or from an authorized IRON WOODS Ipe decking distributor, dealer or contractor; and
- When used in normal residential applications and service conditions; and
- When installed in accordance with Iron Woods Ipe decking "Best Practices" guide, will not suffer structural damage from insect infestation or fungal decay for a period of 25 years from the date of the original consumer purchase from an authorized IRON WOODS Ipe decking distributor or dealer.

Timber Holdings USA LLC reserves the right to have a representative inspect the material. Purchaser's sole remedy for any claim whatsoever, whether in contract, warranty, tort, or strict liability, arising from the use, storage or possession of IRON WOODS Ipe decking including without limitation any claim that IRON WOODS Ipe decking failed to perform as warranted above, shall only be the replacement of the specific IRON WOODS™ Ipe decking boards that were affected.

This warranty does not cover and Timber Holdings USA shall not be liable for the following...

- Damage caused by natural change in physical properties of Iron Woods Ipe beyond control of the Warrantor;
- Damage to iron Woods Ipe resulting from an unstable substructure, improper design and/or improper installation by any third party;
- Any damage or failure caused by the improper use of sealants, stains, paints or varnishes not recommended by Timber Holdings USA, LLC;
- Any and all costs associated with delivery, installation, removal, or disposal of Iron Woods Ipe; or
- Any and all in, ground contact or submersed applications of Iron Woods Ipe.

Warrantor does not warrant that, and Purchaser is solely responsible for, determining whether IRON WOODS Ipe decking meets the requirements of any applicable safety code or similar regulation. Warrantor shall not be liable for installation, removal or re-installation costs or for any indirect, punitive, exemplary or consequential damages of any kind whatsoever.

No person or entity is authorized by Warrantor to make, and Warrantor shall not be bound by, any statement of representation as to the quality or performance of IRON WOODS Ipe decking other than contained in this warranty.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES WITH RESPECT TO IRON WOODS IPE DECKING, AND THERE ARE NO OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEW HAMPSHIRE, AND ANY CLAIM ASSERTED UNDER THIS WARRANTY MUST BE PURSUED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW HAMPSHIRE.

To initiate the claim process, the owner must send this warranty certificate, along with the original purchase invoice indicating the date, dimension, grade Ipe purchased from an authorized IRON WOODS wholesaler, dealer or professional contractor directly to Timber Holdings USA. Claims Department.

There are no oral promises or representations collateral to or affecting this warranty and it may not be altered except in a written instrument signed by both Warrantor and buyer. Some states do not allow limitation on how long any implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty is only valid in the contiguous 48 states. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.