

Claymark Centurion

- Warranties



— Warranties

Claymark USA, Inc. Limited Warranty

For Centurion™ Products

By purchase, acceptance, receipt, or use of Claymark Centurion™ products, the original consumer purchaser or first-owner of Centurion™ products accepts the terms, conditions, limitations and exclusions contained in this Limited Warranty.

1. Definitions

The following defined terms are used in this Limited Warranty:

(a) "Claymark" means Claymark USA, Inc.

(b) "First-Owner" means:

- the owner-of-record of the real property on which the Centurion™ products were installed at the time the products were installed; or,
- if the Centurion™ products were installed by a builder-contractor-owner in connection with new construction on real property then owned by the builder-contractor-owner, the first owner-of-record that acquired the real property from the builder-contractor-owner.

(c) "Structurally unserviceable" means: the inability of a Centurion™ product to perform its intended structural function because of fungal decay or termite attack.

(d) "Fungal decay" means: attack by wood-destroying fungi that disintegrate the wood cell walls; it excludes surface mold, mildew, and/or fungi associated with the appearance or "weathering" of wood. Weathering of wood—including raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood—is not fungal decay.

2. Limited Warranty

Claymark warrants that:

For fifty (50) years after the date of its sale by Claymark, Centurion™ product will not become structurally unserviceable because of fungal decay/rot or termite attack; and

For five (5) years after the date of its sale by Claymark, the primer coating applied to Centurion™ product at the time of sale that has been installed and maintained according to the Claymark handling and installation guide will not erode or experience paint primer peeling so that the wood substrate is exposed.

This Limited Warranty applies only to Centurion™ products that are installed in full compliance with Claymark's instructions and recommendations and only if the Conditions of Warranty Coverage, below, are complied with.

This Limited Warranty extends only to the First-Owner and not to any subsequent purchasers or users of (a) the Centurion™ product or (b) the structure into which it is installed. This Limited Warranty may not be transferred in whole or part to any subsequent owner or tenant of the real property on which the Centurion™ product was installed.

3. Conditions of Warranty Coverage

For the preceding Limited Warranty to apply, the following conditions must be met:

- The Centurion™ product must have been installed in accordance with the Centurion™ Installation Instructions – CM25;
- The Centurion™ product must have been stored, handled, located, installed, and maintained in accordance with the Centurion™ Handling Guide; and
- The First-Owner must present with any claim for warranty coverage Proof of purchase, in the form of a dated sales invoice and a Claymark Centurion™ label for the affected Centurion™ product.

4. Losses not covered by this Limited Warranty

The preceding Limited Warranty does not apply to:

- normal wear and tear;
- resin bleed from the Centurion™ through paint layers (see Handling Guide for details);
- damage caused by accident, abuse, neglect, misuse, negligence, vandalism, acts of God, improper storage or handling, or disasters such as flood, fire, or war;
- failure to install or maintain the Centurion™ product in accordance with the instructions supplied by Claymark; or
- failure to install the Centurion™ product in accordance with local codes, laws, or regulations or with best construction practices.

5. Disclaimer of other Warranties

The preceding warranty is the exclusive warranty that Claymark makes for the Centurion™ product. Claymark DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES and all warranties otherwise arising from course of performance, course of dealing, or usage of trade. ANY IMPLIED WARRANTIES—including ANY **WARRANTY OF MERCHANTABILITY** AND ANY **WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** — ARE LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY, ABOVE.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

6. Exclusive Remedy for Breach of Warranty

If the Centurion™ product fails to conform to the preceding warranty, the First-Owner must (a) notify Claymark within a reasonable time, as described below, and in no event more than thirty (30) days after the discovery of the nonconformity, (b) provide the documentation described below and any additional information that Claymark reasonably requests, and (c) follow Claymark's instructions, which may include allowing Claymark access to inspect the Centurion™ product on site.

Claymark will investigate and, in the event of a breach of warranty, will select and provide, at its sole option and within a reasonable period of time, one or more of the following remedies:

- repair of any nonconforming product;
- shipment to First-Owner of conforming Centurion™ product to replace nonconforming product;
- if a replacement Centurion™ product of the same configuration is not reasonably available, replacement of any nonconforming product with a substantially similar product;
- refund of the purchase price for the non-conforming product for a period of ten years after the date of sale by Claymark
- This remedy does not cover the cost of transportation of replacement product or labor costs associated with removal and disposal of non-conforming product or the installation of replacement products. THE REMEDY SELECTED BY CLAYMARK IN ACCORDANCE WITH THIS SECTION SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

To obtain warranty service, within thirty (30) days of discovery of a non-conformity, send the following items:

- photograph(s) and a description of the structural failure;
- the Centurion™ product purchase receipt(s) from your lumber dealer or contractor/builder;
- an itemized list of Centurion™ products that structurally failed; and
- a Claymark Centurion sticker from affected Centurion™ product (described below)

To:
Claymark USA, Inc.
Attn: Consumer Affairs
P.O. Box 7485
Boise, ID 83707
with a copy to: infous@claymark.com

It's easy to identify Centurion™ products. Simply look for the Centurion label on each piece of Centurion™ product. Make sure you retain an original adhesive label from the face of a piece of Centurion™ product, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder.

7. Limitation of Liability

CLAYMARK SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OR OTHER TORT OF CLAYMARK. THIS LIMITATION EXCLUDES DAMAGES FOR LOSS OF USE, REVENUE, OR PROFIT AND COSTS OF SUBSTITUTE STRUCTURES OR MATERIALS. THIS LIMITATION SHALL NOT BE INVALIDATED BY A FINDING THAT THE EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

Some States do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.



8. Governing Law

This Limited Warranty and all disputes arising out of or related to this Limited Warranty or the Centurion™ product sold under it shall be exclusively governed by and construed under the laws of the State of Idaho, without regard to its choice-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and will not apply.

No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written agreement signed by Claymark and the First-Owner. This warranty gives you specific legal rights, and you may have other rights which vary from State to State.

9. Severability

If any part of this Limited Warranty is found to be void or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Limited Warranty.

For more information call us at:

877- 287- 4406

or visit www.claymark.com

10. Entire Agreement

This Limited Warranty contains the complete and exclusive agreement between the First-Owner and Claymark concerning the Centurion™ product and supersedes any and all prior representations and agreements, including any oral representations.