



## Creatus Wood Premier® 20 Year Limited Warranty

**1)** This warranty is negotiable for the recorded “first” owner of the property at the time of installation of Creatus Wood Premier® along with Proof of Purchase in the form of a dated purchase invoice plus documentation of installation by the licensed professional contractor or builder responsible for the job. This warranty is not transferable from the “first” owner to subsequent owners of the property.

**2)** These warranties are subject to the following storage and installation requirements:

**2.a** Once leaving the factory, Creatus Wood Premier® must be stored and protected in its packaged form or in a protected storage system at the warehouse that is enclosed within a covered building that provides complete weather protection; this includes, but not limited to any and all points along the way from factory to distributor to retailer, contractor and designated job site.

**2.b** Installation of Creatus Wood Premier® was in compliance with applicable building codes and generally accepted best building practices and moisture management controls (including sealing all end cuts and nail holes) as per specific installation and care advice found in Creatus Wood Premier® product brochures, installation brochure and website. Copy of the “Read Me” installation brochure must be attached to the original sales receipt.

**2.c** Prior to installation at the job site, Creatus Wood Premier® must be kept off the ground with adequate air circulation, clean, dry and completely protected from moisture and direct sunlight.

**2.d** Proper application and recommended nailing methods (See “Read Me” installation brochure and website) were followed and used.

**2.e** Proper finishing (See “Read Me” installation brochure and website) was followed and used.

**3) 5-year Limited Warranty of Glued Joints.** This warranty is limited to product replacement and is exclusive of labor applications and all other consequential processes. All glue joints are warranted to be free of manufacturing defects that may cause separation of the individual blocks or panels that comprise the substrate when properly installed and maintained. Where such damage comprises the products’ structured serviceability and is found defective, said materials may be replaced by any authorized distributor without charge.

**4) 12-month Limited Warranty of Primer Paint.** This warranty is limited to primer paint replacement and is

exclusive of labor applications and all other consequential processes and/or coatings. The primer warranty is also contingent on adherence to the paint manufacturer’s finishing coat surface preparation specifications or requirements which include ongoing maintenance. Finish coat warranties are separate from the primer or substrate warranties.

### **5) WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY.**

Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

**5.a** Covered Person must provide written notice to the Distributor within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed defect and any additional information necessary for proper investigation of the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to the Distributor that such claimant is a Covered Person.

**5.b** The Product must be installed according to Creatus Wood Premier®’s printed installation requirements and generally accepted best building practices and moisture management controls (including sealing end cuts and nail holes) and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.

**5.c** Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person’s own expense, provide for protection of all property that could be affected until the claimed defect is remedied if applicable. Before any permanent repair to the Product, a Covered Person must allow the Distributor’s authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from the Distributor or authorized agent may void the warranty.

**6) EXCLUSION FROM LIMITED WARRANTIES.** This Limited Warranty does not cover damage or defects resulting from or in any way attributable to:

**6.a** The improper storage, shipping, handling or installation of the Product, including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 2 and Section 5 of this Limited Warranty and/or improper installation of studs or other accessories);



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**6.b** Any Creatus Wood Products' finger joint and redwood siding or fascia board product which is installed despite signs of damage such as glue failure or surface imperfections caused by mishandling in transit, in storage or on the job site which may impact performance;

**6.c** Normal wear and tear, normal weathering, deflection or deterioration of product;

**6.d** Normal expansion and contraction of product with adherence to best building practices after installation;

**6.e** Abnormal expansion, contraction and swelling of product due to improper installation and finishing with excessive exposure either directly or indirectly to moisture; as a result of failure to seal all end cuts and nail holes;

**6.f** Further processing, modification or alteration of the Product after receipt;

**6.g** Neglect, abuse, or misuse;

**6.h** Failure to take action in a timely manner and reasonable steps to mitigate or minimize loss or damage;

**6.i** Repair or alteration;

**6.j** Settlement or structural movement and/or movement of materials to which the Product is attached;

**6.k** Damage from incorrect design of the structure;

**6.l** Exceeding the maximum designed wind loads;

**6.m** Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); any damage and or accidental occurrences including but not limited to windstorm, hail, snowstorm, explosion, fire, smoke, escape breakage, lightning, falling trees, landslide or mudslide, aircraft, motor vehicles, changes in underground water table, expansive soil problems, or any other such occurrences, either manmade or natural;

**6.n** Efflorescence, peeling or performance of any third party paints, stains and/or coatings;

**6.o** Damage to or failure of factory primer coat as a direct result of improper finishing where excessive moisture content or humidity caused from weather, water on or around property, sprinklers, power washing, present on the product just prior to application of further primer or top coat applications; as a result of failure to seal all end cuts and nail holes;

**6.p** Damage or glue failure as a result of moisture uptake from direct contact with ground, concrete, masonry, patios, roofs or sprinklers;

**6.q** Where Creatus Wood Premier® was used for structured support purposes, decking, fences, planters or trellises;

**6.r** Where installation allows water to be entrapped behind product;

**6.s** Growth of mold, mildew, fungi, bacteria or any organism on any surface of the Product (whether on the exposed or unexposed surfaces);

**6.t** Lack of proper maintenance, or

**6.u** Any cause other than defects in material and workmanship attributable to Creatus Wood Premier®.

**7) LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL CREATUS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**8) LIMITATIONS OF WARRANTY.** THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. CREATUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

**9) ENTIRE AGREEMENT.** This Limited Warranty contains and represents the only warranty extended by Creatus for the Product. No employee or agent of Creatus or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.

**10) HOW TO OBTAIN LIMITED WARRANTY SERVICE.** For warranty service, call your local distributor.