

# DAK TRIM

## TREATED BY DAKERYN

### 25 Year Limited Warranty

#### Coverage

Subject to the terms and conditions contained in this Warranty, Dakeryn Industries Ltd. (“Dakeryn”) provides this limited 25-year warranty for new, unused DakTrim primed products (the “Product”) to the first purchaser of the Product (“First Purchaser”) and is limited to the owner of the first structure to which the Product is installed, where that person is not the same as the First Purchaser (“First Owner”).

#### Warranty

Subject to the terms and conditions contained in this Warranty, Dakeryn warrants for a period of 25 years after the original purchase date (the “Warranty Period”) that, when installed according to the published installation instructions and properly maintained, the Product will be free from defects of manufacturing that cause rot, swelling, peeling, cracking or delamination (“Defects”). The sole and exclusive remedy to the First Purchaser or First Owner (as may be applicable) for a breach of this warranty shall be, at Dakeryn’s sole option, either: (a) replacement of the affected Product with the same or comparable type of product; or (b) refund of a cash amount to the First Purchaser or First Owner (as may be applicable) equal to the reasonable cost of replacement or repair (whichever is less), as determined by Dakeryn in its sole discretion, up to a maximum of the original price paid to Dakeryn for the affected Product.

Dakeryn reserves the right at any time to alter or discontinue the manufacture of any of its Products without notice to customers. Should a claim under this Warranty be brought for a Product which has since been altered or discontinued, Dakeryn may, at its sole discretion, replace the defective Product with a product of comparable quality and intended use.

Settlement of a warranty claim either by cash reimbursement or product replacement constitutes a full settlement and release of liability under this Warranty by the First Purchaser or First Owner (as may be applicable).

#### Conditions

This Warranty only applies if each of the following conditions are true:

1. The Product was properly installed and maintained;
2. No Product that exhibited any defects was installed;
3. The Product was properly stored according the manufacturer’s guidelines after purchase and prior to installation;
4. The First Purchaser or First Owner (as may be applicable) can provide sufficient proof that they are covered by this Warranty, which could include proof of first purchase of the Product, or proof of installation of the Product on the first structure to which the Product is installed, or both, depending upon the circumstances;
5. The First Purchaser or First Owner (as may be applicable) provides written notice to Dakeryn within 30 days after the discovery of any Defect and prior to any repairs or alterations whatsoever being made to the affected Products; and
6. Photos of the Defects are provided to Dakeryn, if taking such photos is reasonably practicable by the First Purchaser or First Owner (as may be applicable).

## Limitations and Exclusions

Notwithstanding anything to the contrary in this Warranty, this Warranty does not cover Defects that result from any of the following:

1. Improper shipment, storage and handling, or installation of the Product by any person;
2. Natural characteristics of wood to split, warp, bow or twist;
3. Knot bleeding;
4. Neglect, vandalism or abuse by any person;
5. Failure to properly maintain the Product by any person;
6. Acts of God, including (but not limited to) flooding, tornadoes, earthquakes, hurricanes, extreme weather and other natural disasters;
7. Defects resulting from further processing or modification of the Product after shipment by any person;
8. Any application or installation of any Product for any use that is not intended by Dakeryn; or
9. Any growth of mold, fungi or bacteria, or damage caused by animals or insects.

This Warranty is limited to the remedies for breach set out herein, and does not provide reimbursement for any other cost, expense, loss or damage, including, without limiting the generality of the foregoing, labour or installation costs resulting from or otherwise arising from or related to any Defects.

This Warranty is non-transferrable and, for the avoidance of doubt, may not be transferred to any owner or subsequent owners of any structure to which the Product is installed if such owner is not the First Owner.

Except as expressly provided in this Warranty, Dakeryn hereby disclaims and each of the First Purchaser and First Owner waive all representations and warranties (whether express, implied or statutory), including (without limitation) any warranty or condition (a) of merchantability, fitness for a particular purpose, noninfringement, title, satisfactory quality, quiet enjoyment or accuracy, or (b) arising from any representations, course of dealing, course of performance, or usage in the industry.

The limitations, exclusions and disclaimers set out in this Warranty apply: (i) whether any action, claim or demand whatsoever arises from a breach of warranty or condition, breach of contract, tort (including, without limitation, negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of the Products or any Defects; and (ii) to Dakeryn and its affiliated companies as well as Dakeryn's and such affiliated companies' directors, officers, employees and independent contractors.

## Processing a Claim

To process a claim under this Warranty, the First Purchaser or First Owner (as may be applicable) must notify Dakeryn in writing within 30 days of the discovery of a Defect, following the above stated conditions.

Claims notifications must be sent by registered mail to:

*Dakeryn Industries Ltd.*  
400-224 Esplanade West, North Vancouver, B.C. V7M 1A4  
Attention: Warranty Claims.

## General

This Warranty shall be governed and construed in accordance with the laws of the Province of British Columbia, Canada, and the federal laws of Canada applicable therein. Any suit, action or other legal proceeding arising out of or relating to this Warranty must be brought in the appropriate Court in British Columbia, which Court will have exclusive jurisdiction over any controversy arising out of this Warranty, and the First Purchaser and First Owner hereby irrevocably attorn to the Courts of British Columbia, Canada. To the extent any part of this Warranty is determined to be illegal, invalid or unenforceable by a competent authority, then such determination of that part will not affect the legality, validity or enforceability of the remaining parts of this Warranty.