NUSKU
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10 YEAR WARRANTY

NUSKU TERRATEK IS MANUFACTURED BY PANELTEK. THE PANELTEK WARRANTY EXTENDS TO COVER ALL NUSKU TERRATEK AS FOLLOWS.

MANUFACTURING PARTNER ("PANELTEK") PRODUCT ("NUSKU TERRATEK") LIMITED TEN (10) YEAR WARRANTY ON NUSKU TERRATEK ENGINEERED WESTERN RED CEDAR SIDING/PANELLING.

IMPORTANT:

THE LIMITED WARRANTY AND EXCLUSIVE REMEDY BELOW COVERS NUSKU TERRATEK ENGINEERED WESTERN RED CEDAR SIDING/PANELLING THAT HAS BEEN STORED, INSTALLED & MAINTAINED IN ACCORDANCE WITH THE NUSKU TERRATEK ENGINEERED WESTERN RED CEDAR SIDING/PANELLING INSTALLATION GUIDE (THE "INSTALLATION GUIDE"). FAILURE TO STORE, INSTALL & MAINTAIN THE NUSKU TERRATEK ENGINEERED WESTERN RED CEDAR SIDING/PANELLING IN ACCORDANCE WITH THE INSTALLATION GUIDE WILL AFFECT PRODUCT PERFORMANCE AND VOID THE LIMITED WARRANTY.

PRIOR TO INSTALLATION:

ALL NUSKU TERRATEK ENGINEERED WESTERN RED CEDAR SIDING/PANELLING (THE "PRODUCT") SHOULD BE EXAMINED UPON DELIVERY. SHOULD A PURCHASER (THE "PURCHASER") FIND ANY PRODUCT TO BE UNSATISFACTORY, THE PRODUCT MUST NOT BE INSTALLED. THE PURCHASER MUST CONTACT MANUFACTURING PARTNER PANELTEK IMMEDIATELY AT 604-980-1941 TO OBTAIN REPLACEMENT PRODUCT. INSTALLATION OF THE PRODUCT CONSTITUTES ACCEPTANCE OF THE PRODUCT.

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1. GENERAL

THIS LIMITED WARRANTY (THE "WARRANTY") IS SUBJECT TO THE DEFINITIONS, TERMS, CONDITIONS, AND EXCLUSIONS STATED HEREIN, AND THE REMEDIES STATED HEREIN ARE THE EXCLUSIVE REMEDIES FOR ANY ALLEGED BREACH THEREOF OR ANY PRODUCT COMPLAINT. THIS WARRANTY CONSTITUTES THE ENTIRE WARRANTY PROVIDED BY MANUFACTURING PARTNER PANELTEK FOR THE NUSKU TERRATEK ENGINEERED WESTERN RED CEDAR SIDING/PANELLING AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS REGARDING THIS SUBJECT MATTER. THIS WARRANTY IS NOT TRANSFERRABLE OR ASSIGNABLE TO ANY SUBSEQUENT PURCHASER, AND IS APPLICABLE ONLY IN THE COUNTRY OR TERRITORY WHERE THE PRODUCT IS PURCHASED.

2. LIMITED WARRANTY COVERAGE

PANELTEK OFFERS A LIMITED WARRANTY TO THE PURCHASER OF NUSKU TERRATEK ENGINEERED WESTERN RED CEDAR SIDING/PANELLING (THE "PRODUCT"). PANELTEK WARRANTS THAT, THE PRODUCT WILL BE FREE OF DEFECTS IN WORKMANSHIP AND/OR MANUFACTURING FOR A PERIOD OF TEN (10) YEARS FROM THE DATE OF PURCHASE (THE "WARRANTY PERIOD"), BY THE PURCHASER.

3. LIMITED WARRANTY CONDITIONS

FOR THE LIMITED WARRANTY TO APPLY:

(A) PURCHASER MUST PROVIDE PROOF THAT HE OR SHE IS THE FIRST PURCHASER OF THE PRODUCT.

(B) PRODUCT MUST HAVE BEEN STORED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE INSTALLATION GUIDE; AND ALL APPLICABLE BUILDING CODES ADOPTED BY THE FEDERAL AND PROVINCIAL AND/OR STATE GOVERNMENTS. FAILURE TO INSTALL THE PRODUCT IN STRICT ACCORDANCE WITH THE INSTALLATION GUIDE AND ALL APPLICABLE BUILDING CODES, MAY AFFECT PRODUCT PERFORMANCE AND WILL VOID THE WARRANTY.

PRIOR TO INSTALLATION , IF A PRODUCT IS FOUND TO BE UNSATISFACTORY, FOR ANY REASON, THE PRODUCT MUST NOT BE INSTALLED AND MUST BE RETURNED TO PANELTEK FOR REPLACEMENT PRODUCT. PANELTEK SHALL HAVE NO RESPONSIBILITY UNDER THIS WARRANTY IF DEFECTIVE OR UNACCEPTABLE PRODUCT IS INSTALLED. PANELTEK SHALL NOT BE RESPONSIBLE FOR WORK STOPPAGES THAT MAY OCCUR WHILE REPLACEMENT PRODUCT IS PRODUCED AND SHIPPED (REFER TO SECTION 7 – RESPONSIBILITY OF PURCHASER).

4. LIMITED WARRANTY EXCLUSIONS

THIS LIMITED WARRANTY DOES NOT COVER OR PROVIDE A REMEDY FOR DAMAGE OR DEFECTS RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO:

(A) THE IMPROPER STORAGE, SHIPPING, HANDLING OR INSTALLATION OF THE PRODUCT (INCLUDING, BUT NOT LIMITED TO, FAILURE OF THE PRODUCT TO BE INSTALLED IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN SECTION 3 OF THIS WARRANTY) AND/OR THE IMPROPER CONSTRUCTION/DESIGN OF THE STRUCTURE FOR USE WITH THE PRODUCT;

(B) NORMAL WEATHERING, WEAR AND TEAR, DETERIORATION OR DEFLECTION OF THE PRODUCT;

(C) SHRINKAGE OR EXPANSION OF THE PRODUCT CAUSED BY DRYING OR WETTING BEFORE AND/OR AFTER INSTALLATION;

(D) NEGLECT, ABUSE OR MISUSE OF THE PRODUCT;

(E) DAMAGE CAUSED TO THE PRODUCT BY RODENTS OR OTHER LIVING CREATURES;

(F) REPAIR OR ALTERATION OF THE PRODUCT;

(G) SETTLEMENT OR STRUCTURAL MOVEMENT AND/OR MOVEMENT OF THE MATERIALS TO WHICH THE PRODUCT IS ATTACHED;

(H) ACTS OF GOD OR ACCIDENTAL OCCURRENCES, INCLUDING BUT NOT LIMITED TO HURRICANE, WINDSTORM, TORNADO, EARTHQUAKE, HAIL, AVALANCHE, LANDSLIDE, CHANGES IN UNDERGROUND WATER TABLE, FIRE, EXPLOSION, WATER ESCAPE, FLOOD, LIGHTNING, FALLING TREES, AIRCRAFT, OR VEHICLES;

(I) SURFACE DETERIORATION OF THE PRODUCT DUE TO AIR POLLUTION, ACID RAIN, VANDALISM, MOLD, MILDEW ACCUMULATION, SCRATCHING, OR WIND DRIVEN SAND;

(J) LANDSCAPING, BOTH HARD AND SOFT, INCLUDING PLANTS, FENCING, DETACHED PATIOS, GAZEBOS AND SIMILAR STRUCTURES;

(K) STAINING OR DISCOLOURATION OF THE PRODUCT;

(L) ANY DAMAGE AS A RESULT OF WATER FROM A MECHANICAL SOURCE, OR INSTALLATION WHERE THE PRODUCT IS IN DIRECT CONTACT WITH MOISTURE OR REPEATEDLY WETTED;

(M) ANY DAMAGE CAUSED BY FAILURE TO TAKE REASONABLE AND TIMELY STEPS TO PREVENT OR MITIGATE DAMAGES; AND,

(N) ANY CAUSE OTHER THAN MANUFACTURING DEFECTS.

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5. REMEDY FOR BREACH OF LIMITED WARRANTY

THIS SECTION 5 PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER OF THE PRODUCT.

IF DURING THE WARRANTY PERIOD, ANY PRODUCT IS DETERMINED BY PANELTEK, IN ITS SOLE DISCRETION, TO EXHIBIT DEFECTS IN WORKMANSHIP AND/OR MANUFACTURING, PANELTEK RESERVES THE RIGHT TO PROVIDE REPLACEMENT PRODUCT WITHOUT CHARGE. THIS WARRANTY SHALL EXPIRE TEN (10) YEARS FROM THE DATE OF PURCHASE, DOES NOT COVER INSTALLATION OR OTHER COSTS, AND IS AVAILABLE ONLY TO THE FIRST PURCHASER OF THE PRODUCT. THE WARRANTY PERIOD SHALL NOT BE EXTENDED WITH RESPECT TO ANY REPLACEMENT PRODUCT. THE REPLACEMENT PRODUCT SHALL BE WARRANTED FOR THE BALANCE OF THE TIME REMAINING UNDER THE WARRANTY PERIOD.

ANY REMEDY PROVIDED UNDER THE WARRANTY SHALL CONSTITUTE FULL SETTLEMENT AND RELEASE OF ANY AND ALL CLAIMS BY THE PURCHASER HEREUNDER, FOR DAMAGES OR ANY OTHER RELIEF, AND SHALL BE A COMPLETE BAR TO SUBSEQUENT LITIGATION OR CLAIM FILED.

6. EXCLUSION OF OTHER REMEDIES AND LIMITATION OF LIABILITIES

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, PANELTEK SHALL NOT BE LIABLE TO THE PURCHASER UNDER ANY CIRCUMSTANCES, FOR PERSONAL INJURY, DAMAGE TO PROPERTY, LOST PROFITS OR ANY SPECIAL, MULTIPLE, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR OTHER COSTS, CHARGES, PENALTIES OR LIQUIDATED DAMAGES, DUE TO DEFECT OR FAILURE OF ITS PRODUCT, OR REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE PRINCIPLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

THE PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PRODUCT AND ANY SERVICES PROVIDED BY PANELTEK IN CONNECTION WITH THE PRODUCT OR THIS WARRANTY IS AT THE PURCHASERS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE PURCHASER. THIS WARRANTY AND THE REMEDY SET OUT HEREIN ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WRITTEN WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, BY STATUTE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, PANELTEK LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT PANELTEK'S OPTION, THE PRODUCT REPLACEMENT DESCRIBED HEREIN.

7. RESPONSIBILITY OF PURCHASER – ASSESSMENT OF CLAIM

PRIOR TO PRODUCT INSTALLATION:

(A) PURCHASER MUST EXAMINE ALL PRODUCT PRIOR TO INSTALLATION. INSTALLATION OF PRODUCT CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PRODUCT. PANELTEK SHALL HAVE NO RESPONSIBILITY UNDER THIS WARRANTY IF DEFECTIVE OR UNACCEPTABLE PRODUCT IS INSTALLED (REFER TO SECTION 3 – LIMITED WARRANTY CONDITIONS – PRIOR TO PRODUCT INSTALLATION).

(B) FOLLOWING PRODUCT EXAMINATION, SHOULD A PURCHASER FIND ANY PRODUCT TO BE UNSATISFACTORY, THAT PRODUCT SHOULD NOT BE INSTALLED. INSTEAD, THE PURCHASER MUST CONTACT PANELTEK REPRESENTITIVE AT 604-980-1941 AND FOLLOW THE INSTRUCTIONS PROVIDED TO OBTAIN REPLACEMENT PRODUCT (REFER TO SECTION 3 – LIMITED WARRANTY CONDITIONS – PRIOR TO PRODUCT INSTALLATION).

AFTER PRODUCT INSTALLATION:

(A) PURCHASER MUST IMMEDIATELY, AND AT THE PURCHASER'S OWN EXPENSE, PROVIDE FOR PROTECTION OF ALL PRODUCT THAT COULD BE ADVERSELY AFFECTED, UNTIL THE SITUATION IS REMEDIED.

(B) PURCHASER MUST CONTACT A PANELTEK REPRESENTITIVE AT 604-980-1941 WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF A POSSIBLE WARRANTABLE ISSUE AND PROVIDE NOTICE OF A POTENTIAL WARRANTY CLAIM.

(C) AN INVOICE MUST BE PROVIDED TO PANELTEK TO CONFIRM THE ORIGINAL DATE OF PURCHASE BY THE PURCHASER (REFER TO SECTION 3 (A) – LIMITED WARRANTY CONDITIONS).

(D) PURCHASER MUST PROVIDE PHOTOGRAPHS ILLUSTRATING THE DEFECTS IN WORKMANSHIP AND/OR MANUFACTURING OR SUCH OTHER PHOTOGRAPHS THAT PANELTEK OR ITS AGENT MAY REASONABLY REQUEST.

(E) UPON THE REQUEST OF PANELTEK OR ITS AGENT, THE PURCHASER MUST PERMIT ACCESS TO THE STRUCTURE WHERE THE WARRANTED PRODUCT IS INSTALLED TO ALLOW A PANELTEK REPRESENTITIVE OR ITS AGENT TO INSPECT, OBTAIN SAMPLES AND/OR TAKE PHOTOGRAPHS OF THE PRODUCT IN QUESTION.

NOTWITHSTANDING THE FOREGOING, PANELTEK MAY, AT ITS SOLE AND UNFETTERED DISCRETION, ELECT TO REPLACE ANY PRODUCT SUBJECT TO A WARRANTY CLAIM WITHOUT REQUIRING A RETURN OF SUCH PRODUCT OR THE CARRYING OUT OF AN INSPECTION.

8. GOVERNING LAW

THIS WARRANTY AND THE PERFORMANCE THEREOF SHALL BE GOVERNED BY, SUBJECT TO AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO ANY PROVISION REGARDING CONFLICT OF LAWS.

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