

LIMITED WARRANTY FOR SMITH & FONG CO. PLYWOOD PRODUCTS

This Limited Warranty ("Warranty") is extended by Smith & Fong Company ("Smith & Fong," "S&F," "We," and "Our") to (a) the original purchaser ("You" and its other forms) of (b) genuine S&F plywood and veneer products only ("Products") (c) purchased from S&F or its authorized resellers and distributors, (d) which Products are installed at their original installation location. The original purchaser includes the purchaser of the Product and the initial owner of the residential dwelling where the Product is initially installed. The original purchaser acknowledges it has read this Warranty, understand and is bound by its terms, and agrees to provide this Warranty to the initial owner of the residential dwelling. This Warranty gives You specific legal rights, and You may have other rights which vary from state to state.

ANY FAILURE TO FOLLOW OUR INSTALLATION AND MAINTENANCE GUIDES, INDUSTRY INSTALLATION STANDARDS OR PROCEDURES, OR THESE WARRANTY TERMS WILL VOID ANY COVERAGE THAT MIGHT OTHERWISE BE AVAILABLE UNDER THIS WARRANTY. THERE IS NO WARRANTY COVERAGE FOR ANY PRODUCT PURCHASED FROM AN UNAUTHORIZED RESELLER OR DISTRIBUTOR AND S&F RESERVES THE RIGHT TO DENY ANY SUCH WARRANTY REQUEST OR CLAIM.

(1) Warranty Coverage: Products are warranted to be free of manufacturing defects and remain free of such defects for one (1) years from the date of purchase. **NO WARRANTY COVERAGE IS PROVIDED FOR ANY PRODUCTS THAT HAVE BEEN PROCESSED FOLLOWING SALE TO FEATURE ANY ROUTING OR CARVING OF ANY DESIGN ON THE FACE OR BACK PLY OF ANY PRODUCT.**

(2) Disclaimer of Implied Warranties: This Warranty provides the exclusive and sole remedy available to You. This Warranty supersedes any other representations and, to the full extent S&F specifically **DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** In no event shall any implied warranty imposed by operation of law exceed the shortest applicable Warranty Coverage under this Warranty or imposed by operation of law. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to you.

(4) Warranty Terms & Limitations: Products must not be exposed to variations in ambient environmental conditions, including for example changes in heat, humidity, moisture or dryness including water saturation, or any other sources of moisture, or any other changes in ambient moisture or humidity. No warranty coverage is provided for any conditions, such as expansion and contraction, surface checking or other conditions resulting from such changes in ambient environmental conditions. No Warranty coverage is provided for impact damage, normal wear and tear, indentations, scratches or surface damage caused by failure to protect or maintain material properly. No Warranty Coverage is provided for cupping, checking, splitting, twisting, shrinking, staining, warping, discoloration, mold, fungus, or insect attack or infestation, or for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight. Any damage caused to products during shipping is the responsibility of the shipping company and is not covered under this Warranty.

(5) Warranty Claims: If the Products do not conform to the terms of this Warranty, You must notify S&F in writing at 394 Bel Marin Keys Blvd., Ste. 6, Novato, CA, 94949; info@plyboo.com; +1 (415) 896-0577 (Phone), +1 (415) 896-0583 (Fax). **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** You must provide S&F with a reasonable opportunity to inspect or examine the defective or nonconforming product before You undertake any repair, removal, or replacement of the product. Your failure to comply with the requirements of this paragraph will void your Warranty Coverage.

(6) Warranty Remedies: Following notice of any defect and submission of a Warranty Claim by You, S&F at its sole option and discretion may provide conforming product to replace any nonconforming or defective product, refund the purchase price, or the percentage of the purchase price for the nonconforming product equal to the percentage of the Warranty Period remaining when You notified S&F of the defect. In no event shall S&F be liable for any cost or damages associated with the removal or reinstallation of the product or the cost of removing any fixtures or items of furniture.

(7) Exclusion of Incidental and Consequential Damages: **IN NO EVENT SHALL S&F BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO HAVE ARISEN UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE OR INABILITY TO USE THE PRODUCT DUE TO DEFECTS IN THE PRODUCT. IN NO EVENT SHALL SMITH & FONG'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.