

10-YEAR LIMITED WARRANTY

Roseburg Forest Products Co. warrants, for a period of ten years (the “Limited Warranty Period”) from the date of the original purchase of **ARMORITE™** products for use within the United States and Canada that such purchased Product is free from defects in material and workmanship.

The Limited Warranty extends only to the original owner of the Product, with the original owner including the dealer, distributor, contractor, purchaser and first owner of the structure where the Product is initially installed.

Effective 2020



3660 Gateway St, Springfield, OR 97477
800.245.1115 | roseburg.com

Armorite™
EXTERIOR MDF

1. **LIMITED WARRANTY.** Roseburg Forest Products Co. ("Roseburg") warrants, for a period of ten (10) years (the "Limited Warranty Period") from the date of the original purchase of ARMORITE™ products (the "Product") for use within the United States and Canada that such purchased Product is free from defects in material and workmanship. The Limited Warranty extends only to the original owner of the Product, with the original owner including the dealer, distributor, contractor, purchaser and first owner of the structure where the Product is initially installed (each a "Covered Person").

2. **WHAT WE WILL DO.** If, during the Limited Warranty Period, the Product is defective in material or workmanship, Roseburg will, in its sole discretion, either replace the defective portion of the Product, or reimburse the Covered Person for up to the original retail cost of the defective portion of the Product according to the following schedule:

- Up to and including the 3rd anniversary of the original purchase date (Years 1-3): 100%
- Years 4-5: 70%
- Years 6-7: 50%
- Years 8-9: 30%
- Year 10: 20%

After the 10th year, this Limited Warranty will expire and shall no longer be applicable. If the original retail costs cannot be established by the Covered Person to Roseburg's reasonable satisfaction, the cost shall be determined by Roseburg in its sole and reasonable discretion. Roseburg's replacement of or reimbursement for the defective portion of the Product pursuant to this Section of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. ROSEBURG WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR, REMOVAL, OR DISPOSAL OF DEFECTIVE PRODUCT OR ACCESSORY MATERIALS OR ANY OTHER CHARGE RELATED TO A FAILED PRODUCT, INSTALLATION, OR FINISHING OF REPLACEMENT PRODUCT.

3. **WHAT YOU MUST DO – CONDITIONS OF LIMITED WARRANTY.** Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

a. A Covered Person must provide written notice to Roseburg at the address provided in Section 11 below within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair, removal, or disposal of the Product. The notice must describe the location and details of the claimed defect, the date and location of original purchase, and any additional information necessary for Roseburg to investigate the claim. Photos of the Product showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Roseburg that such claimant is a Covered Person as defined in Section 1 above.

b. The Product must be installed in compliance with all building codes adopted by federal, state, or local governments or government agencies applicable to the installation. Further, the Product must be finished and installed in accordance with all ARMORITE™ finishing and installation guidelines as provided in Roseburg's Document Library at <https://www.roseburg.com/Library>.

c. Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide protection of all property that could be affected until the claimed defect is remedied if applicable. Before any permanent repair, removal, or disposal of the Product, a Covered Person must allow Roseburg or Roseburg'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, unless such inspection and examination opportunity is expressly waived in writing by Roseburg. Any repairs initiated by or on behalf of a Covered Person without prior authorization from Roseburg, or worsened conditions caused by Covered Person's acts or omissions, failure to promptly report the claimed defect, or failure to comply with these conditions, may void the warranty.

4. **WHAT IS NOT COVERED.** This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) normal wear and tear, weathering of surfaces, variations in color or texture, surface cracks that are less than 1/32" in width and/or 1" in length; (b) exposure to chemicals, harsh environment, including without limitation, airborne pollutants, prolonged contact with or immersion in liquid water, or direct contact with soil; (c) the improper storage, shipping, handling, finishing, edge finishing, 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 3 of this Limited Warranty; (d) neglect, abuse, or misuse of the Product; (e) warp that does not exceed Roseburg's specifications, warp or bowing on any operational shutters, warp or bowing on decorative shutters that are mechanically fastened at greater than 24" on center around the perimeter of each side; (f) repair, modification, or

alteration of the Product; (g) settlement or structural movement and/or movement of materials to which the Product is attached; (h) damage from incorrect design of the structure to which the Product is attached; (i) exceeding the Product design standards or loads; (j) acts of God, tornadoes, hurricanes, fire, floods, earthquakes, severe weather, unusual climate conditions, or other natural phenomena; (k) efflorescence, peeling, or performance of any third party paints, stains and/or coatings; (l) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether exposed or unexposed surfaces); (m) lack of proper maintenance; or (n) any cause other than defects in material or workmanship attributable to Roseburg.

5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ROSEBURG BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY CLAIMS OR 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.

6. **LIMITATION OF WARRANTY.** THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. ROSEBURG DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits 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 specific legal rights, and you may have additional rights, which vary from state to state.**

7. **ENTIRE AGREEMENT.** This Limited Warranty contains and represents the only warranty extended by Roseburg for the Product and supersedes all other prior and contemporaneous warranties, whether oral or written. No employee or agent of Roseburg or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. Roseburg's failure at any time to enforce the terms, conditions, limitations, or exclusions stated in this document shall not be construed to be a waiver of such provisions.

8. **MODIFICATIONS OR DISCONTINUATION OF PRODUCTS.** If Roseburg chooses to replace the defective portion of the Product, the replacement Product will be provided in the same specification as the original Product if possible; however, Roseburg reserves the right to discontinue or modify the Product at any time without notice. In the event that replacement of the Product pursuant to this Limited Warranty is not possible, Roseburg may, in its sole discretion, fulfill any replacement obligation under this Limited Warranty with a similar product of equal or greater value.

9. **DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or relating to this Limited Warranty, any alleged breach thereof, or the use or sale of the Products to which this Limited Warranty applies shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Original owner agrees that they may assert claims against Roseburg in their individual capacity only, and not as a plaintiff or class member in any purported class action proceeding. Each party will bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator or panel and the conduct of the arbitration itself. This Limited Warranty shall be interpreted in accordance with the laws of Oregon (excluding Oregon's conflict of laws principles). If any provision of this Limited Warranty is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Limited Warranty shall remain operative and binding on the Parties. Rejection of these dispute resolution provisions must be sent to Roseburg at the address provided herein within thirty (30) days of original owner's receipt of the Products to which this Limited Warranty applies.

10. **NO MODIFICATION.** No distributor, dealer or representative of Roseburg products has the authority to change, modify or expand this Limited Warranty. The original owner of this Product acknowledges that they have read this Limited Warranty, understand it, and are bound by its terms.

11. **HOW TO OBTAIN LIMITED WARRANTY SERVICE.** For supporting documentation, please access Roseburg's Document Library at <https://www.roseburg.com/Library>. For warranty service, call 1-800-245-1115 or write to: Roseburg Forest Products Co., Attn: ARMORITE™ Limited Warranty Service, 3660 Gateway St, Springfield, OR 97477.



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