

Huber 25-YEAR* Industrial Limited Warranty

HUBER INDUSTRIAL PANEL (HIP)

Huber Industrial Commodity

PerformMAX® 500 WITH OVATION™ OVERLAY

HUBER INDUSTRIAL PANEL (HIP), Huber Industrial Commodity, and PerformMAX® 500 PANEL WITH OVATION™ OVERLAY, (referred to here as “Industrial Use Panels”).

***25 Year Limited Warranty Against Delamination.** Huber Engineered Woods LLC (“HEW”) warrants that its Industrial Use Panels will not delaminate for a period of 25 years from the date of manufacture. The warranty period shall not, however, exceed the period of warranty, if any, provided by the Beneficiary of Warranty, as defined below. Delamination is defined as a visible, physical separation of the strands or layers within the panel. Loose strands on the panel surface do not constitute delamination. HEW’s liability under this warranty is limited to the repair or replacement, at HEW’s option, of the non-conforming panel.

Date of Manufacture. This warranty applies only to Industrial Use Panels manufactured on or after October 1, 2008 and replaces any previous warranties for such products.

Industrial Use Only. To qualify for this warranty, the Industrial Use Panels must not be used (i) in a building application covered by HEW’s Residential or Commercial Property warranties or (ii) in an application excluded or recommended against in an applicable HEW application information and installation manual or (iii) any exterior application. Use in manufactured housing applications which conform to a building code administered by the United States Department of Housing and Urban Development is an Industrial Use for purposes of this warranty.

Beneficiary of Warranty. This warranty is solely for the benefit of, and may be enforced only by, the party first utilizing the Industrial Use Panel for any commercial use. Resale without modification or resale subsequent only to cutting to size are not commercial uses for purposes of this warranty. This warranty is not transferable.

Conditions of Warranties. This warranty applies only if the Industrial Use Panels were installed and applied in strict conformance with HEW application information. Notice to HEW of a warranty claim must be provided, at the address provided below, no later than 30 days after the user becomes aware of the condition giving rise to a claim. The user must give HEW a reasonable opportunity to inspect the Industrial Use Panel.

Exclusions from Warranties. Delamination due to misapplication, abuse, mishandling, improper installation, casualty (such as, but not limited, to, in – transit damage, fire, mold, storms, mildew or insect damage), or similar causes is excluded from warranty coverage.

Exclusion of Other Warranties and Limitations of Remedies. The foregoing warranty is excluded and is in lieu of all other warranties, express or implied, **INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Except as set forth above, the Industrial Use Panels are sold “AS IS.” The remedy set forth above is the sole and exclusive remedy for defects in, or failures of, the products. In no event, whether in contract, tort, (including negligence), strict liability or otherwise, will HEW be liable for removal or installation costs, or for special, indirect, incidental, or consequential damages, including, but not limited to, loss of profits, or loss of use of property. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. 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. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Additional Information. *For copies of the applicable HEW application information and the HEW Residential Warranties, the HEW Commercial Property Warranty, or to provide notice of a warranty claim, please write, fax, or e-mail to the address listed below, or visit the web site indicated below. Please include the approximate date of first use of the Industrial Use Panel.*

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