

Limited Warranty



<p>1. Limited Warranty</p>	<p>BOIS ARCHITECTURAL WOODZCO INC. («Woodzco») represents and warrants that each product sold (hereinafter, a «Product») is free from manufacturing defects, is fit for normal use and is fit for the use for which it is normally intended (the «Warranty»).</p>
<p>2. Duration of Warranty</p>	<p>This Warranty shall remain in effect for a period of three (3) years from the date of initial purchase of the Product from Woodzco, or as otherwise provided by applicable law in the jurisdiction of the Warranty Recipient (the «Warranty Period»).</p>
<p>3. Persons entitled to claim the Warranty</p>	<p>This Warranty applies to the person who purchased the products directly from Woodzco, the distributors and retailers who sold the products in their original packaging, the contractor who initially installed the products, the owner of the building in which the products were originally installed and any subsequent purchaser (the «Warranty Recipient») during the applicable Warranty Period.</p>
<p>4. Repair or replacement of the non-conforming Product</p>	<p>If the Product has defects making it unfit for normal use during the Warranty Period, then Woodzco shall, at its sole discretion, refund, credit, repair or replace such Product (or the defective part thereof).</p> <p>Refund, credit, repair or replacement of the Product shall be Woodzco's sole and unique obligation under this Warranty.</p>
<p>5. Claiming Procedure</p>	<p>In order to benefit from the Warranty, the Warranty Recipient must notify Woodzco in writing of the defect within seven (7) days of the discovery of the defect (the «Notice of Defect»).</p> <p>The Notice of Defect shall include a brief description of the problem, photographs of the Product, and invoices and other information regarding the date of purchase and installation of the Product. The Notice of Defect shall also contain a statement that the Product has been installed, used and maintained in accordance with Woodzco's instructions, including, without limitation, the installation guide and the maintenance guide.</p> <p>The Notice of Defect must be sent to:</p> <p>Bois architectural Woodzco Inc. 6 St-Thomas street, P.O. box 1900 St-Charles-de-Bellechasse (Quebec) GOR 2T0</p> <p>Or by email to: info@woodzco.com</p> <p>Woodzco reserves the right to inspect or appoint any person of its choice to inspect any Product that is the subject of a claim. If, upon such inspection, a defect is found in the reasonable opinion of Woodzco and such defect was not caused, in whole or in part, by any of the factors described in the Warranty terms below, Woodzco will, in its sole discretion, refund, credit, repair or replace the Product.</p> <p>If, in Woodzco's reasonable opinion, the defective Product can be repaired, Warranty Recipient will ship the Product at its costs to the location designated by Woodzco for repair.</p> <p>Woodzco will, at its costs, ship the repaired or replaced Product to the location agreed upon by Woodzco and Warranty Recipient.</p>
<p>6. Warranty Conditions</p>	<p>Woodzco shall have no obligation to honor this Warranty if:</p> <ol style="list-style-type: none"> i. Woodzco's written or verbal instructions regarding the storage, installation, use, cleaning or maintenance of the Product have not been followed, whether before or after the Notice of Defect is given; ii. industry standards and best practices for the construction and installation of architectural wood products or acoustic panels, including those from CISCA, have not been followed; iii. local building and construction laws, codes and regulations have not been complied with in the installation of the Product; iv. the Product has been repaired, altered or rebuilt without the prior written consent of Woodzco; v. the Product has been subject to excessive use, negligence, abuse, accident, or has been subjected to abnormal environmental conditions or conditions not in accordance with Woodzco's written or verbal instructions. <p>Without limiting the foregoing, any Product must be installed and maintained in accordance with Woodzco's written instructions in effect at the time of installation and available at https://woodzco.com/, in compliance with local building and construction laws, codes and regulations, and in accordance with industry best practices. In addition, the Products must always be protected from fire, vibration, direct sunlight, excessive accumulation of dust or dirt, direct contact with water, including condensation, exposure to chemical vapors and excessive moisture whether before, during or after installation. The Product may be installed or used outdoors only to the extent that such installation or use is expressly stated in and in accordance with written documentation provided by Woodzco.</p>

<p>7. What is not covered</p>	<p>Any loss or damage caused by failure to comply with the terms of this Warranty is not covered by this Warranty.</p>
<p>8. Limitation of Woodzco's Liability</p>	<p>EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, WOODZCO MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH STANDARDS SPECIFIC TO THE JURISDICTION IN WHICH THE PRODUCTS ARE IMPORTED. WOODZCO MAKES NO WARRANTY AGAINST INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.</p> <p>TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WOODZCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY EXCEED THE TOTAL OF THE AMOUNTS PAID TO WOODZCO FOR THE PRODUCTS PURCHASED. WOODZCO SHALL NOT BE LIABLE TO THE WARRANTY RECIPIENT OR ANY SUCCESSOR IN INTEREST FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY.</p> <p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WOODZCO MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY FOR FAILURE TO INSTALL THE PRODUCT IN ACCORDANCE WITH WOODZCO'S GENERAL INSTALLATION INSTRUCTIONS, INSTRUCTION SHEETS OR INSTALLATION GUIDES. WOODZCO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN CONNECTION WITH IMPROPER INSTALLATION, IMPROPER ATTACHMENT OF THE PRODUCT OR NON-COMPLIANCE WITH THE INSTALLATION INSTRUCTIONS PROVIDED.</p>

