

VINTAGE
TIGHT KNOT BOARDS

25-YEAR LIMITED WARRANTY

Vintage™ by WindsorONE

Effective: January 2022



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1. LIMITED WARRANTY COVERAGE:

Windsor Willits Company (Windsor) warrants (for installation within the U.S. and Canada) to the original purchaser/occupant of the structure to which the Product is applied (“covered person”) that when manufactured, WindsorONE Vintage™ (the “Product”), is free from major defects during manufacture. The Product, when used for its intended purpose, properly installed and maintained according to the Vintage™ published installation instructions (<https://vintagetrimboards.com/resources/exterior-installation-pdf/>) and best building practices, will be free from manufacturing defects causing (a) delamination (b) rotting (c) excessive swelling for a period of 25 years from the date of purchase. If during the Warranty period, the Product proves to be defective, Windsor shall elect, at its sole discretion, to compensate the owner(s) either by:

- Repair of the affected Product, or replacement of the affected portion of the Product with product of the same or similar type and specification, OR
- Cash payment to the owner equivalent to the reasonable cost of repair or replacement of the affected Product with similar product, provided however, that the “reasonable cost” of repair or replacement shall not exceed two times the original Windsor sales price of the affected Product.

Furthermore, for any claims made after the 2nd year of the warranty, the warranty compensation shall be reduced by 4% each year following purchase such that after the 25th year no compensation shall be available under the warranty. If the original retail cost cannot be established by the covered person, the cost shall be determined by Windsor in its sole and reasonable discretion. Windsor’s replacement of the affected Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE AND EXCLUSIVE REMEDY available to the covered person with respect to any defect. Windsor will not refund or pay any costs in connection with labor, costs for removal, costs for replacement, costs for finishing, project delays, accessory materials, or any other consequence.

2. CONDITIONS OF WARRANTY:

Windsor’s liability hereunder to the covered person shall be subject to the following terms and conditions: A. The claimant must provide proof that he/she is a covered person. B. The Product must always be stored according to the manufacturer’s instructions between purchase and installation. C. The Product must be installed according to Windsor’s printed installation, application and maintenance instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the installation. Failure to install and finish the Product per Windsor’s published instructions may affect Product performance and voids the Warranty. D. The covered person must provide written notice to Windsor within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for Windsor to investigate the claim. Photos of the Product, showing the defect or failure are not only helpful, but also must accompany the written notice. E. Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person’s own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the covered person must allow Windsor or Windsor’s agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.

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3. EXCLUSIONS:

This Warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2 (C) of this warranty) and/or improper installation of studs or other accessories; (b) extractive or knot bleeding; (c) variations in grain and color, knots, mineral streaks and pitch pockets; (d) paint adhesion on knots; (e) neglect; (f) abuse; (g) misuse; (h) repair or alteration; (i) settlement or structural movement and/or movement of materials to which the Product is attached; (j) damage from incorrect design of the structure; (k) exceeding the maximum designed wind loads; (l) acts of God including, but not limited to, hurricanes, tornadoes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (m) performance of any paints and/or coatings which are not Windsor and/or Windsor affiliated applied; (n) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mold or mildew or fungi are expressly excluded; (o) lack of proper maintenance; (p) any cause other than manufacturing defects attributable to Windsor. This Warranty does not apply to any non-Vintage™ product manufactured by Windsor.

4. DISCLAIMER:

The statements in this Warranty constitute the only warranty extended by Windsor for the Product. WINDSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, OR BY USAGE OF TRADE OR COURSE OF DEALING IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR.

This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:

IN NO EVENT WILL WINDSOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

6. MODIFICATIONS AND ALTERATIONS OF PRODUCT:

Windsor shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

7. SETTLEMENT OF CLAIM:

Any refund or material replacement by Windsor pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS:

Windsor reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

9. MOISTURE CONTENT

This Warranty is null and void if the moisture content of the Product is determined to be or have been greater than 19%.