

KLEER™ LUMBER LLC

LIMITED LIFETIME WARRANTY



What This Warranty Covers:

Kleer Lumber LLC ("Kleer") warrants to the original purchaser ("Purchaser") that, for the period of time that the Kleer Lumber product ("Product") is owned by them, under normal use and service conditions, Kleer Products shall be free from material defects in workmanship and materials, and shall not splinter, rot, delaminate or swell excessively due to moisture. Coverage under this warranty terminates if you sell or otherwise transfer the Product or the property where the Product is installed.

If a defect occurs within the warranty period, Purchaser shall notify Kleer in writing and, upon confirmation by an authorized Kleer representative of the defect, Kleer's sole responsibility shall be, at its sole and exclusive option, to either replace the defective Product or refund the portion of the purchase price paid by Purchaser for such defective Product (excluding the cost of its initial installation). Furthermore, Kleer will pay for any labor charges in connection with the removal and reinstallation of the defective Product provided that it receives notice of the warranty claim within two (2) years after the date that the Product was purchased by the Purchaser. All other charges must be paid by the Purchaser.

What This Warranty Does Not Cover:

This Warranty does not cover any direct, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort strict liability or otherwise. This Warranty also does not cover and Kleer is not liable for damage or failure of the Product as a result of one or more of the following: intentional or unintentional misuse of or damage to the Product, impact of foreign objects, earthquakes, fire, flood, lightning, ice, hail, tornado, hurricane, windstorm or any other Acts of God, riot, insurrection, terrorism or otherwise; improper installation of the Product or its structural supports; movement, settlement, distortion, warping or cracking of the Product's structural supports or accessories used in connection therewith; improper installation and failure to abide by Kleer installation guidelines, movement, distortion, collapse or settling of the ground or structures upon which the Products have been installed, physical abuse, vandalism, improper maintenance, use of incompatible accessories, or other products that cause a Product defect or failure to occur; pollution, acid rain, application of harmful chemicals or vapors applied to the Product; environmental conditions such as pollution, mold, and mildew; or ordinary or expected weathering due to exposure to the elements, which for purposes of this warranty is defined as fading, chalking and/or darkening of the surface of the Product due to exposure to ultraviolet light and any atmospheric conditions. This Warranty does not cover painted finishes or coatings applied to the Product by the Purchaser or any third party.

Purchaser must adhere to Kleer's recommended guidelines for application of painted surfaces. (See, www.kleerlumber.com). Any warranty claim must be made within ninety (90) days from the time that the defect is discovered and while the Product is in place. Kleer shall be given a reasonable opportunity to inspect and test the Product, its installation, the environment in which it was used prior to removal by the Purchaser and all other conditions in its sole discretion.

HOW TO FILE A WARRANTY CLAIM

To file a claim under this Warranty, the Purchaser must send proof of purchase, a photograph of the defective Product and a written description to: KLEER LUMBER LLC, 44 Greif Way, Westfield, MA 01085

Kleer reserves the right to investigate any claim hereunder. Kleer will endeavor to respond to all claims filed hereunder within thirty (30) business days of receipt.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT PERMIT LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

THIS WARRANTY MAY NOT BE ALTERED OR AMENDED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY KLEER AND THE PURCHASER. NO DEALER, DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED BY KLEER TO MAKE STATEMENTS OR REPRESENTATIONS CONCERNING THE PERFORMANCE OF THE PRODUCT EXCEPT AS CONTAINED IN THIS WARRANTY AND KLEER SHALL NOT BE BOUND BY ANY SUCH STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.

THIS WARRANTY SHALL BE APPLICABLE AND ENFORCEABLE IN THE UNITED STATES OF AMERICA AND CANADA.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF KLEER PRODUCTS.

THIS WARRANTY IS EFFECTIVE FOR PURCHASES MADE ON OR AFTER OCTOBER 1, 2007

WARRANTY



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