

# Nels-Tek TRIMBOARDS

## LIFETIME WARRANTY COVERAGE

Subject to the terms and conditions stated herein, New England Lumber Specialities, Inc., (hereinafter "NELS") warrants to the original purchaser that each NELS-TEK Product will be free from manufacturing defects that cause the Product to rot, corrode, delaminate, or excessively swell from moisture during the lifetime of the original purchaser from the date of the original consumer purchase from NELS. Each purchaser of a NELS-TEK Product is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from area to area. Each NELS-TEK purchaser should consult local building codes for specific requirements.

## LIMITATIONS - CONDITIONS NOT COVERED BY THIS WARRANTY

NELS liability under this Warranty applies to the original purchaser only and is limited solely and exclusively to replacement of defective NELS-TEK Product. In no event shall NELS be liable for labor, installation, reinstallation, freight taxes or any other charge related to defective Product. NELS shall not be liable for any indirect, 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 does not cover and NELS is not liable for damage or failure of the NELS-TEK 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; 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; physical abuse, vandalism, riot, insurrection, improper maintenance, use or 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; or ordinary and expected weathering due to exposure to the elements; which for purposes of this Warranty is defined to be fading, chalking or darkening of the surface of the Product due to the exposure to ultraviolet light and extremes of atmospheric conditions that are unique to and may vary in each geographic location. This Warranty does not cover painted finishes or coatings applied to the Product by the original purchaser or any third party. Failure to adhere to NELS recommended guidelines for application of painted surfaces must be made within 90 days from the time that the defect is discovered and while the NELS-TEK Product is in place. NELS shall be given a reasonable opportunity to inspect and test the NELS-TEK Product, its installation, and the environment in which it was used prior to removal by the original purchaser. Failure to comply with these notice and inspection provisions shall void all warranties with regard to NELS-TEK Products.

This Warranty may not be altered or amended except in a written instrument signed by NELS and NELS-TEK purchaser. No dealer or other person or entity is authorized by the Manufacturer to make statements or representations regarding the performance of NELS-TEK Products except as contained in this Warranty, and NELS shall not be bound by any such statements other than those contained herein.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER APPLICABLE WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Some states do not permit limitations on the duration of implied warranties or exclusions or limitations of incidental or consequential damages. This warranty gives you specific legal rights. You may have other rights that vary from state to state.

## HOW TO FILE A WARRANTY CLAIM

To file a claim under this Warranty, original purchaser must send proof of purchase, a picture of the defective product and a written description to:

**New England Lumber Specialities, Inc.**  
202 Day Street  
West Springfield, MA 01089

NELS reserves the right to investigate any claim hereunder. Upon verification of a claim, NELS shall, at its option, either arrange for the delivery of a replacement Product or issue a refund equal to the original cost of the Product only.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.