

## Glulam Beams and Columns Limited Warranty

Rosboro, LLC ("Rosboro") grants this limited warranty to the Original Residential Purchaser of its Rosboro Glulam posts and laminated beams (collectively "Products"), subject to the terms and conditions below, for a period of 25 years from delivery. Rosboro warrants that the Products will conform to specifications, be free from defects in materials and workmanship, provided that the Products are correctly installed, maintained and designed in accordance with accepted engineering and design standards.

## **Exclusions**

Rosboro's warranty does not cover, and Rosboro is not responsible for, defects or damage resulting from: (1) misuse or improper installation or application, including without limitation failure to properly field fabricate, failure to use appropriate fasteners or subjecting Products to constant contact with standing water: (2) changes due to natural "weathering," such as color/hue variances and changes, twisting, splitting, warping, shrinking, and/or swelling; (3) changes in appearance from stains, mold, mildew, chemicals, fertilizers, mechanical abuse, variant levels of UV radiation, moisture or other environmental factors unique to the Products' use or geographical location, including fading of original color or differences between the shades of individual boards; (4) any other abuse or misuse of the Products.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED, THE REMEDY SET FORTH IS BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE QUALITY OR CONDITION OF PRODUCTS, AND ROSBORO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ROSBORO BE LIABLE, BASED ON ANY THEORY, WHETHER CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT INCLUDING WITHOUT LIMITATION LOST PROFITS, DOWN TIME, LOSS OF USE, BUSINESS INTERRUPTION, LABOR COSTS, INVESTIGATION COSTS, OR DAMAGE TO REAL OR PERSONAL PROPERTY.

Rosboro • PO Box 20, Springfield, OR, 97477 • (541) 746-8411

## **Terms and Remedy**

To make a claim, the claimant must submit proof that the claim concerns Rosboro Glulam posts and laminated beams. Provided that it is given prompt notice of a claim of breach of warranty and a reasonable opportunity to inspect the Products, if Rosboro determines that Products were nonconforming it will, at its option, either replace any defective Products by shipping replacement Products to the claimant freight prepaid, or refund the purchase price of such Products. Rosboro may require that Products to be replaced, or a sample thereof, be shipped to it for inspection and evaluation, freight prepaid. This warranty does not cover the costs of installation, removal of defective Products or reinstallation of replacement Products.

## **Claim Procedure**

To make a claim under this warranty, Buyer must submit a written claim with proof of purchase to:

Rosboro LLC, 2509 Main Street, Springfield, OR 97477, Telephone: (541) 746-8411, Fax: (541) 726-8919, email info@rosboro.com

For information on products call the Sales Office toll free: (888) 393-2304; Toll-Free Technical Service: (877) 457-4139.

