

Post Office Box 19065 • Greensboro, North Carolina 27419
Telephone 336.299.7755 • Facsimile 336.299.4050
www.PatriotTimber.com



## PANEL ONLY REPLACEMENT COVERAGE

# RevolutionPly® PANEL EXPRESS LIMITED WARRANTY

Patriot Timber Products, Inc. expressly warrants the **RevolutionPly**® panels, will be free of delamination for up to one (1) year from original date of installation for only the replacement cost of the panels. Delamination is defined as a visible separation of the plies in the panel as described in US Product Standard PS 1-09. The *RevolutionPly*® panels must be installed per the installation instructions which are available from Patriot Timber Products and www.RevolutionPly.com.

Patriot Timber Products, Inc.'s warranty does not apply or extend to any product used in commercial applications. This warranty also does not apply to any product that has been subjected to misuse, improper application or installation, neglect, accident, fire, floods (natural or plumbing failure), or natural disaster. Telegraphing seams are always the result of incorrect installation. They are not caused by panel failure. Nothing short of physical plywood failure, such as delamination, will be warranted with regard to telegraphing seams. This warranty is voided in its entirety if any modification, adjustment, removal, repair, or attempted repair is performed by anyone without the express, written authorization of Patriot Timber Products, Inc. This warranty covers the original use of the floor and is transferable.

RevolutionPly® panels are designed for interior applications only (not for direct exterior exposure). RevolutionPly® panels, as with all plywood, have the potential to support the growth of mold, mildew, fungi, moss, bacterial growth, decay, and rot if exposed to moisture, condensation, humidity, or water. Mold, mildew, fungi, moss, bacterial growth, decay, and rot are not manufacturing or product defects of RevolutionPly® panels and Patriot Timber Products assumes no responsibility for such conditions, regardless of cause.

#### **LIMITATION OF REMEDY**

The sole and exclusive remedy for claims of breach of warranty, negligence, strict liability, or otherwise shall be limited to, at the option of Patriot Timber Products, Inc., repair or replacement of the allegedly defective *RevolutionPly* plywood or full credit for the retail value of the allegedly defective *RevolutionPly* plywood. In no event shall Patriot Timber Products, Inc. be responsible for incidental or consequential damages including, but not limited to loss of profits, loss of use, punitive damages, labor costs, or attorneys' fees.

## **DISCLAIMER OF WARRANTIES**

There are no warranties, express or implied, except as contained in this document. PATRIOT TIMBER PRODUCTS, INC. HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

#### NOTICE TO PATRIOT TIMBER PRODUCTS, INC.

Patriot Timber Products, Inc. must be notified of any claim promptly upon discovery and provided the right to inspect the claim with authorized personnel up to 30 days after receipt of the notice of the claim as set forth below. The failure to provide either timely notice or the opportunity to inspect the floor voids all warranties and obligations of Patriot Timber Products, Inc. to inspect the material within 30 days of receipt of notice does not authorize the purchaser to make, or to attempt to make, repairs, alterations, or modifications to the material. All claims shall be governed by the laws of the State of North Carolina, exclusive of its choice of law rules.

Notice of Claims - The notice provided to Patriot Timber Products, Inc. must be in writing and addressed to either "Patriot Timber Products, Inc., Attn: Claims, Post Office Box 19065, Greensboro, North Carolina 27419" or by email to CS@PatriotTimber.com and must include the name, address, and telephone number of the consumer, date/proof of purchase, the location of the product, and a description of the alleged defect. If delamination is found in the sample provided, Patriot Timber Products will compensate the buyer for only the cost of the defective *RevolutionPly®* panels.

### **SEVERABILITY**

The foregoing sections, and each provision within those sections, are severable. If any section or provision shall be declared unenforceable or void for any reason, all other provisions shall remain in full force and effect.