

**Prorated 10-Year Limited Warranty – sealed Pine products**

**10-Year Substrate Limited Warranty  
5-Year 100% Material & Labour Cost  
90-day Finish Limited Warranty**

**No warranty is given for unsealed natural Pine products.**

The provisions and terms of these warranties are limited to sealed Pine sidings permanently installed in Canada. These warranties cover the complete range (interior and exterior) of prefinished Pine cladding (charred or not) manufactured by CAYAKI Inc. (“CAYAKI”) for wall or ceiling use, hereinafter referred to as “Product”.

**1) Prorated 10-Year Substrate Limited Warranty**

This warranty is made to the original purchaser of the Product; the original owner of the structure on which the product is installed; and to the next\* owner of that structure, hereinafter referred to as “Owner”. \*There can only be only one such transfer.

**a) Prorated 10-Year Limited Warranty on substrate degradation**

Subject to the provisions and terms set out herein, CAYAKI guarantees that the Product purchased from an authorized reseller or directly from CAYAKI, is protected from wood decay for a period of 10 years from the date of delivery on the express conditions that the Product has been stored, installed and maintained as per the Installation Manual available on CAYAKI’s website ([www.cayaki.com](http://www.cayaki.com)) and that the product has been used according to its characteristics (e.g. for interior use).

For the purpose of this warranty, wood decay is defined as follows: pervasive alteration, organic wood fiber decomposition as a result of cellulose and hemicelluloses degradation. Consequently wood loses a major part of its gross density as well as its bending and tension characteristics.

**Exclusions:** Product damage caused by or as a result of the following is not covered by this warranty:

- Product installed in less than 20 cm from the ground or directly on floor.
- Product not installed according to the Installation Manual.
- Product submerged in water, in part or in whole.
- Product not installed in accordance to the prevailing building and construction codes where the Product is installed.

**b) Execution conditions of the prorated 10-Year Substrate Limited Warranty**

This warranty is conditional upon the Product being expressly installed as per the prevailing building and construction codes where the Product is installed, and upon the strict application of the installation and maintenance instructions set forth in the CAYAKI Installation Manual available on the website [www.cayaki.com](http://www.cayaki.com) and the documentation included with the Product at delivery.

Any Owner seeking remedies under this warranty must notify CAYAKI by phone (418-866-1021), or by e-mail ([info@cayaki.com](mailto:info@cayaki.com)). The Owner shall then submit a written notice specifying the date of acquisition, a description of the problem, the dimensions of the area where the problem occurred and its exact location on the building. The Owner must also supply a copy of the invoice and all other pertinent information such as color photographs along with an authorization permitting CAYAKI or its representative to conduct an inspection before any repair is undertaken.

CAYAKI will proceed with the inspection within 30 days **after receiving the written documentation from the Owner.** Upon receiving reasonable notice from CAYAKI, the owner shall grant CAYAKI’s representative access to the premises in order to proceed with the inspection.

**c) Remedies for breach of the prorated Substrate Limited Warranty**

This section provides the sole and exclusive remedy available to the Owner for making a claim to CAYAKI with regards to a Product not in accordance with paragraph 1-a) here above.

During the first **five (5) years after the installation**, CAYAKI, at its sole discretion, will reimburse the cost of the damaged section of the structure as well as the labour costs as the case may be.

From the **sixth (6<sup>th</sup>) to the tenth (10<sup>th</sup>) year after the Product installation**, CAYAKI will reimburse only the cost of the damaged section of the structure less a deduction of twenty per cent (20%) per year (refer to the table below). Installation costs or any other charges are not covered.

Year	6	7	8	9	10
Deduction (%)	20	40	60	80	100

Accordingly, from the tenth (10th) year on, nothing will be payable in accordance with this warranty.

**2) 90-day Finish limited warranty**

This warranty is only available to the original purchaser or to the owner of the structure on which the Product is installed, hereinafter referred to as “Purchaser”.

**a) 90-day Finish limited warranty**

Subject to the provisions and terms set out herein, CAYAKI guarantees that the Product purchased from an authorized reseller or CAYAKI directly is free of any defect as described below for a period of 90 days.

However, this warranty applies only if the Product defects account for more than 15% of the total order (quantity of boards with at least one defect) and such defects being entirely attributable to CAYAKI.

If the manufactured Product finish is defective (as described below) and provided that the Purchaser advises CAYAKI within 90 days after taking delivery, CAYAKI will supply replacement material for the defective Product (labour excluded).

**Defects list covered by the 90-day Finish limited warranty\*\***

- Product cracked on a length of more than 20 cm.
- Product with a see-through hole of more than 4 mm in diameter.
- Inadequate finish (example: non-charred surface) or damage (examples: peeling, delaminating, flaking) covering a surface of more than 20 cm<sup>2</sup>.

**\*\* Important information about the CAYAKI Product:** the production of charred wood requires a manufacturing technique making each board unique. Consequently the Product may have variation in colours (burning degree, wood grain pattern, with or without knots).

**Product delivery and inspection:** upon taking delivery of the Product and before installing the Product, the Purchaser must inspect the Product completely to make sure the Product is free of defects.

Upon inspection at delivery, if defects (as per the defect’s list) are found on more than 15% of the total order of the same Product line, CAYAKI will replace the defective finish Product in compliance with the 90-day Finish limited warranty.

#### **b) Execution conditions of the 90-day Finish limited warranty**

Any Purchaser seeking remedies under the 90-day Finish limited warranty must notify CAYAKI immediately by phone (418-866-1021) or by e-mail ([info@cayaki.com](mailto:info@cayaki.com)).

The Purchaser shall then submit a written notice specifying the percentage and type of defects, the date of acquisition, a description of the problem along with a copy of the invoice.

CAYAKI may choose to proceed with an inspection prior to replacing the Product as per the 90-day Finish limited warranty. Upon receiving reasonable notice from CAYAKI, the Purchaser shall grant CAYAKI's representative access to the premises in order to proceed with the inspection and make an evaluation.

In the event that CAYAKI chooses not to proceed with an inspection, CAYAKI will ask the Purchaser to return the defective Product at CAYAKI's expense.

After analysing and evaluating the claim, CAYAKI will advise the Purchaser of its decision to proceed or not with the Product replacement.

CAYAKI may then return, replace or reimburse the Product to the Purchaser.

#### **c) Remedies for breach of the 90-day Finish limited warranty**

This section provides the sole and exclusive remedy available to the Purchaser for making a claim to CAYAKI with regards to a Product not in accordance with paragraph 2-a) here above.

For the 90-day period following the delivery of the Product to the Purchaser, CAYAKI, upon having received the Purchaser's claim, will replace the damaged Product as soon as possible thereafter and will pay the freight charges for the Product being replaced.

#### **3) Exclusion of other remedies**

All of CAYAKI'S Product warranties with respect to the Product purchased by the Purchaser and/or the Owner do not offer any other remedy including direct and indirect damages of any kind.

CAYAKI shall never be held responsible for any direct or indirect cost resulting from the installation of a defective Product, or not installed and/or maintained in accordance with CAYAKI's Installation Manual available on [www.cayaki.com](http://www.cayaki.com), or not installed in accordance with the prevailing building and construction codes where the Product is installed.

In the event of the installation of a defective Product or of an installation not made in accordance with CAYAKI's standards, these warranties will immediately be voided and CAYAKI cannot be held liable for any direct or indirect damage or cost as a result of any installation or project delay.

#### **4) Exclusions from the warranty coverage**

This warranty does not apply and does not provide any remedy for the following:

**a) Extreme weather and climate**

This warranty does not apply when the Product is installed in extreme climate and weather places found in Canada (north of the 55th parallel) or any place with salt-air atmosphere, exposure to wind, sand storms and hail.

**b) Colour, finish and dimensions**

Because our Product is made of wood, a natural product, colour variations (fading and discoloration) are normal and natural. Colour variations may differ from one colour to the next and is a natural phenomenon caused by UV rays. Consequently such natural variations cannot be considered defects and are not covered by this warranty. Wood dimensions and volume may vary slightly because of temperature and humidity levels. The Purchaser or the Owner agrees implicitly that the Product is sensitive to the environment and that its dimensions may vary accordingly.

**c) Storing, handling, preservation, etc.**

Misuse, improper storing and handling, inappropriate preservation and inadequate maintenance of the Product. The Product must be installed within 60 days of receipt.

**d) Acts of God**

All acts of God, such as flood, hail, ice storm, earthquake, landslide or other similar phenomena beyond the control of CAYAKI.

**e) Transportation**

To the extent that the transportation of the Product is the Purchaser's responsibility, this warranty does not cover damages of any kind to the Product from the moment the Product leaves the factory, nor any damage that may occur during transportation for any reason including vehicle and road conditions.

**f) Product is not designed to be used as flooring.**

#### **5) Responsibility of Purchaser or Owner**

The Purchaser or the Owner confirmed having read and understood all their obligations and responsibilities, in particular, their agreement to install and maintain the CAYAKI Product as instructed.

Respect for each of the instructions contained in this warranty is an essential condition of CAYAKI's warranty obligations in favor of the Purchaser and/or the Owner. It's the Purchaser sole responsibility to make sure that the correct Product is chosen for the intended use (interior, exterior, etc.) as per the technical data sheets available on [www.cayaki.com](http://www.cayaki.com).

The Purchaser or the Owner seeking remedy must comply with all the requirements forming part of this warranty, in particular all the requirements contained in paragraph **1-b) Execution conditions of the prorated 10-Year Substrate Limited Warranty** and those contained in paragraph **2-b) Execution conditions of the 90-day Finish limited warranty**.

#### **6) Applicable law**

All questions regarding the meaning and applicability of this limited warranty are to be decided under the laws of Quebec and under the laws of Canada where applicable.

This Warranty gives you specific legal rights, and you may also have other rights which vary from province to province or a jurisdiction to another.

For more information about CAYAKI products available in Canada, please contact our customer service by phone 418-866-1021 or e-mail [info@cayaki.com](mailto:info@cayaki.com).