



## BLUWOOD NexGen

### BGI Covered Structure Warranty

**1. Life-Time Limited Warranty:** Transferable to qualified successor(s), BluWood Global Inc. warrants the coated surface of interior wood component(s) of a covered structure, which have been coated by a Licensed BluWood NexGen and/or BluWood NexGen ADVANCED coating facility with the BluWood coating process (BluWood NexGen Coated Components). The surface of the BLUWOOD NEXGEN Coated Component(s) is warranted against mould fungus growth on the cured surface of the film; rot fungi decay or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants, due to the failure of BLUWOOD NEXGEN's coating system while owned by the original owner-occupant of the covered structure and any qualifying successor owner/occupant within the immediate 50 year period from date of original owner/occupant (Warranty Period), which renders the BLUWOOD NEXGEN Coated Component(s) incapable of performing its intended function. This Lifetime Limited Warranty applies only to BLUWOOD NEXGEN Coated Component(s) used in residential, commercial and industrial covered structure construction.

Furthermore, BluWood Global Inc warrants the coated surface of interior wood components of a covered structure for up to 24 months in an exposed vertical framed state, subject to proper documentation indicating completion of structure exterior wrapping process. Subject to the Warranty Exclusions and Limitations of Liability set forth below, BluWood Global Inc will repair, recoat, or replace, at no cost to the original owner-occupant and any qualifying successor(s), any BLUWOOD NEXGEN Coated Component(s) that becomes unfit for its intended function or purpose, during the Warranty Period, solely as a result of mould fungus growth on the cured surface of the film; rot fungi decay or wood ingesting insects (including subterranean and Formosan termites), or carpenter ants, due to the failure of the certified BLUWOOD NEXGEN Coating Process. The Warranty Period begins on the date that a Warranty Registration Confirmation is issued by BluWood Global Inc, requiring the issuance of a certificate of occupancy or upon occupancy by the original residential, commercial and/or industrial owner/occupant, whichever later occurs. This Lifetime Limited Warranty is transferable to the qualified successor(s) in interest of the original owner-occupant upon the qualified successor(s) re-registering the Lifetime Limited Warranty in his/her name with BluWood Global Inc and forwarding the Life-Time Limited Warranty Registration to BluWood Global Inc, 889 – 2242 Kingsway, Vancouver, BC, Canada, V5N 5X6.

**2. Warranty Exclusions:** This Lifetime Limited and Qualified Successor(s) Warranty(s) (Warranty) does not cover, and specifically excludes, any loss or damage to any BLUWOOD NEXGEN Coated Component(s) that has been caused in part or whole by:

- Any application or use of a BLUWOOD NEXGEN Coated Component(s) for which it was not intended (i.e. retro-spraying);
- The performance or appearance of any top-coat system. These features are dependent upon quality of the top-coat and the application methods controlled by the applicator, manufacturer and subsequent maintenance detailed in the manufacturers' application guidelines;
- Any exposed uncoated surface. BLUWOOD NEXGEN End-Cut Sealer must be applied to prevent wicking through the end-grain when used with a topcoat system. BLUWOOD NEXGEN End-Cut Sealer will be provided to job sites free of charge (builder can contact BluWood Global directly at info@bluwoodintl.com) and MUST be applied to interior exposed surfaces in areas of excessive moisture and wood ingesting insect opportunity;
- Improper installation of any BLUWOOD NEXGEN Coated Component(s) or installation of such component in violation of any applicable law, rule, ordinance or code;
- Negligent or improper construction of the Covered Structure;
- Improper design of, or improperly manufactured BLUWOOD NEXGEN Coated Component(s);
- Application of BLUWOOD NEXGEN's Coating System to wood component(s) by anyone other than a BluWood Global Inc licensed facility;
- Normal wear and tear that removes the protective surface, physical abuse or neglect of BLUWOOD NEXGEN Coated Component(s);
- Wind, fire, lightning, ground subsidence or settlement, earthquake, flood or hail;
- Acts of God;
- Criminal activity, civil insurrection, riot, terrorism, or war;
- Acts of government authorities or agencies;
- Improper installation of, defects in, or failure of any other building materials used in the Covered Structure that can be directly attributed to causing the failure of the BLUWOOD NEXGEN Coated Component(s);
- Wood destroying animals;
- Non wood ingesting insects;
- BLUWOOD NEXGEN Coated Components used in a residential, commercial or industrial structure where any chemical or biological agents have been introduced and that can be directly attributed to causing the failure of the BLUWOOD NEXGEN Coated Component(s);
- This Lifetime Limited Warranty shall become immediately void and no effect, and shall not be reinstated if a Covered Structure is abandoned, not properly maintained or protected from the weather by the original residential, commercial and/or industrial owner/occupant or qualified successor(s) in interest for a period exceeding ninety (90) days;
- BLUWOOD NEXGEN Coated Components not installed in compliance with all applicable building codes:
- Insect "grazing" damage that does not affect the structural integrity of the BLUWOOD NEXGEN Coated Component(s);
- Damage resulting from an owner's failure to comply with the inspection and maintenance requirements set out in this Lifetime Limited Warranty.

**3. Inspection and Maintenance/ Installation:** To maintain the warranty for supplemental wood ingesting insect protection, all applicable state and local building codes for a Primary Termite Treatment must be satisfied, and proof of such satisfaction must be provided along with any notice of claim against the BLUWOOD NEXGEN Coated Component(s).

To maintain this warranty for supplemental wood ingesting insect protection if a claim is filed, a properly licensed contractor must complete product(s) installation and remedial work promptly. Additional treatments will be promptly conducted as necessary based on the results of the inspections. The Covered Structure in

which the BLUWOOD NEXGEN Coated Component(s) are installed must be in compliance with all applicable building codes. To qualify for the Life-Time Limited Warranty, BLUWOOD NEXGEN Coated Component(s) cannot be used in:

1. An exterior exposure or in an interior space that creates an exterior environment, unless top-coated by an appropriate exterior paint, sealer or stain;
2. Any application which allows by design, building code, purpose or intent the accumulation of free water;
3. Standing water.

**4. BluWood Global Inc's Maximum Liability or Obligation:** BluWood Global Inc's sole obligation and liability is limited to reasonable costs of recoating, removal, repair or replacement of the affected BLUWOOD NEXGEN Coated Component(s), and including those costs incurred to restore structure to original condition, where BluWood Global Inc has acknowledged, in writing, or the owner has demonstrated the certified BLUWOOD NEXGEN Coated Component(s) has failed because the coated wood component(s) has become unfit for its original purpose due to mould fungus growth on the cured surface of the film or rot fungi decay or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants. BluWood Global Inc reserves the right to cure and have remedial work performed and to have affected BLUWOOD NEXGEN Coated Component(s) certified free of mould fungus growth on the cured surface of the film or damage from rot fungi decay or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants.

**5. Exclusion of Implied Warranties Limitation of Liability:** This warranty is the only warranty applicable to the certified installed components. This limited warranty is in lieu of all other warranties, and no other warranties otherwise including, without limitation, those arising from the course of dealing or usage of trade or advertising, shall be binding on or obligate BluWood Global Inc, except where such warranties arise under applicable consumer product warranty laws. In that event, the warranty is limited to such shorter periods permitted or required by the prevailing applicable law. Any implied warranties applicable to the BLUWOOD NEXGEN Coated Component(s), including warranties of merchantability and fitness for a particular purpose are disclaimed and excluded to the fullest extent allowed by law. In no event will BluWood Global Inc be liable for any incidental, special, indirect, multiple, punitive, or consequential damages or effects resulting from any defect in the BLUWOOD NEXGEN Coated Component(s), including, without limitation, loss of use, lost profits, diminution in value, or lost income, even if BluWood Global Inc has been advised of the possibility of such damages or losses, or loss or damage to any non BLUWOOD NEXGEN Coated Component(s) even if such loss or damage is caused by BLUWOOD NEXGEN Coated Components.

**6. Claim Procedure Notification:** To make a claim under this Lifetime Limited Warranty, the owner of the Covered Structure must notify the building contractor of the residential, commercial and/or industrial covered structure and BluWood Global Inc in writing within thirty (30) days of the actual notice of mould fungus growth on the cured surface of the film or rot fungi or wood ingesting insect damage (including subterranean or Formosan termites) or carpenter ants to the BLUWOOD NEXGEN Coated Component(s). Such notice must be sent by certified mail, return receipt requested, and must include the following information:

1. Date of discovery of mould fungus growth on the cured surface of the film or damage from rot fungi or wood ingesting insects (including subterranean or Formosan termites) or carpenter ants;
2. A description of the covered structure and BLUWOOD NEXGEN Coated Component(s) for which claim is being made, together with proof of BLUWOOD NEXGEN Coated Component(s) process of the Installed BLUWOOD NEXGEN Coated Component(s) in question;
3. Photo(s) of damaged area and/or BLUWOOD NEXGEN Coated Component(s) supplier(s) and building owners telephone number must be sent to the following address(es): (1) Building contractor of the

residential, commercial and/or industrial covered structure. (2) BluWood Global Inc, Inc., 889 – 2242 Kingsway, Vancouver, BC, V5N 5X6.

Building contractor of the residential, commercial and/or industrial covered structure and/or BluWood Global Inc shall have thirty (30) days to accept or reject the claim in writing. The owner shall allow, upon request of the building contractor of covered structure and/or BluWood Global Inc, or either of their authorized representative(s), to inspect and photograph the affected areas of the Covered Structure, and to take samples and conduct non-destructive testing as often as building contractor of covered structure and/or BluWood Global Inc deems reasonably necessary to process the claim.

**7. Binding Arbitration:** Any controversy or claim arising out of or relating to this Lifetime Limited Warranty, or breach thereof, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Arbitration Associates of Canada, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be no class arbitration. Arbitration shall be exclusively in Vancouver, British Columbia, Canada. Whenever a controversy or claim is submitted to arbitration hereunder, the award of the arbitrator(s) shall include an assessment of the costs and reasonable attorney's fees in favour of the prevailing party. The Lifetime Limited Warranty shall be governed exclusively by the law of the Province of British Columbia, Canada.

**8. Original Residential, Commercial and/or Industrial Owner/Occupant Lifetime Limited Warranty Registration:** An application is required to be completed and submitted to BluWood Global Inc by either the building contractor of the residential, commercial and/or industrial covered structure or by their appointed authorized representative. The warranty registration application can be requested from [info@bluwoodintl.com](mailto:info@bluwoodintl.com), and the completed form then sent via certified mail to BluWood Global Inc, 889 – 2242 Kingsway, Vancouver, BC, Canada, V5N 5X6. Upon acceptance by BluWood Global Inc, the building contractor of the residential, commercial and/or industrial covered structure will be supplied by BluWood Global Inc by mail:

1. A Warranty Registration confirmation number(s);
2. An original copy of Covered Structure Lifetime Limited Warranty;
3. A copy of the completed warranty application as provided to BluWood Global Inc by either the building contractor of the residential, commercial and/or industrial covered structure or their authorized representative.

**9. Qualified Succeeding New-Owner Occupant Re-Registration Requirements:** To transfer this warranty, the filling out and filing of a re-registration application is required by all succeeding new-owner occupants (within the 50 year eligibility period). The Warranty Re-Registration form can be requested from [info@bluwoodintl.com](mailto:info@bluwoodintl.com), and the completed forms, along with proof that the BGI Covered Structure Warranty is current and up-to-date, are to be sent via certified mail to BluWood Global Inc, 889 – 2242 Kingsway, Vancouver, BC, Canada, V5N 5X6.