



## Montana Timber Products – Limited Warranty

**IMPORTANT:** The limited warranty below covers *MTP materials* that have been installed and maintained in accordance with the written instructions above. The limited warranty is offered only on the conditions stated herein, and the remedies stated herein are the exclusive remedies for any alleged breach thereof or any other product complaint. Failure to install or maintain *MTP materials* according to these written instructions will affect performance and void the limited warranty. *MTP materials* are intended for the use of siding, trim, fascia, decking and other applications in single residences and larger commercial buildings. Subject to the conditions and exclusions below, Montana Timber Products makes the following limited warranty of its *MTP materials* lines:

### 10-YEAR LIMITED WARRANTY AGAINST DECAY:

Montana Timber Products offers a limited warranty against fungal decay and rot with the *MTP materials* to the original consumer purchaser/occupant (“first owner”) thereof: For 10 years after initial purchase, should any *MTP material* that has been installed and maintained according to the *MTP materials* written instructions become structurally unserviceable due to fungal decay or fungal rot, Montana Timber Products will provide replacement product. This limited warranty shall expire 10 years from date of purchase date, does not cover installation, shipping, or other costs, and is available only to the first owner.

### 10-YEAR LIMITED WARRANTY against waterproofing for siding trim, and fascia:

Montana Timber Products offers a limited warranty against waterproofing of its *MTP materials* for 10 years after initial purchase, should any *MTP materials* that have been installed and maintained according to the *MTP materials* written instructions incur water absorption and not continue to sheet\* water from the surface. Montana Timber Products will provide replacement product without charge. This limited warranty shall expire 10 years from date of purchase, does not cover installation or other costs, and extends only to the first owner. Montana Timber Products Limited Warranty is a function of the waterproofing **Seal-Once™** sealant utilized to finish product. Please reference [www.seal-once.com](http://www.seal-once.com) for additional information on this NO VOC environmentally friendly product.

### \*Beading VS Sheeting

More beading indicates the applied product is sitting on top of the surface. It tells you it has not permeated. That is why all leading brands of clear and tinted waterproofers suggest you reapply every year. The product does not permeate the surface and is washed away by the elements, or bleached out by the sun.

Products that create beading use wax or wax silicone derivatives that typically last 3 to 12 months. The formation of beads will collect dust and hold a larger volume of water on horizontal and vertical surfaces. Over time this will wear down the surface of a horizontal board due to abrasion. In seams and cracks the beading material will have the same effect with the collection of debris. Later the beading material will retain moisture far longer than the sheeting method of a repellent. This will cause more damage by creating conditions which will optimize bacteria and fungus growth.

Beware of the claim made by most manufacturers that their product penetrates the surface. How can this be so when the wax covering the surface causes beading? *MTP materials* are sealed with a specially formulated sheeting product unlike beading sealers. It acts like a car polish, maintaining a cleaner surface longer as it

sheds water in thin sheets which will not suffer the accumulating effect of beading. For this reason, *MTP materials* do not contain any beading additives.

#### **5-YEAR LIMITED WARRANTY against waterproofing for decking and other flat applications**

Montana Timber Products offers a limited warranty against waterproofing of its *MTP materials*; for 5 years after initial purchase, should any *MTP material* that has been installed and maintained according to the *MTP material* written instructions incur water absorption and not continue to sheet\* water from the surface, Montana Timber Products will provide replacement product without charge. This limited warranty shall expire 5 years from the date of purchase, does not cover installation or other costs, and extends only to the first owner.

#### **CONDITIONS FOR LIMITED WARRANTY**

For the limited warranty to apply, *MTP materials* must have been installed and maintained according to *MTP materials* written instructions, the first owner must contact Montana Timber Products immediately upon discovery of the condition and provide an invoice to verify their purchase and the product's origin of manufacture, plus photographs depicting the concern, and must also allow Montana Timber Products inspection agent to enter the property and inspect the structure to examine, photograph and sample the product.

#### **EXCLUSIONS FROM LIMITED WARRANTY:**

The Limited Warranty does not cover:

- Any *MTP materials* which is installed despite signs of damage, such as scratches, dents, and cuts that were not re-sealed prior to installation
- Normal weathering, wear and tear, deterioration or deflection
- Normal shrinkage of materials caused by drying after construction
- Materials and labor required if a claim is filed
- Any damage that is caused by a homeowner or third party, including:
  - Negligent or improper maintenance
  - Failure to take timely action to prevent or minimize loss or damage
  - Damage caused by rodents or other living creatures
  - Damage from accidental occurrences including fire, explosion, smoke, water escape, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, earthquake, avalanche, landslide and changes in underground water table
- Defects in materials or work from anyone other than Montana Timber Products
- Diminution in value of the building
- Landscaping, both hard and soft, including plants, fencing, detached patios, gazebos and similar structures
- Damage to trim on non-residential detached structures including sheds, garages, carports, boathouses or other structure not an integral part of a residence
- Any damage caused by the failure to take reasonable steps to mitigate damages
- Shrinking, swelling, splitting, cracking, cupping, twisting, warping, pitch/sap bleeding, or fading



## REMEDY

SUCH REPLACEMENT OF DEFECTIVE BOARDS IS THE EXCLUSIVE REMEDY FOR THIS LIMITED WARRANTY. MONTANA TIMBER PRODUCTS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE

FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES DUE TO DEFECT OR FAILURE OF ITS PRODUCTS, OR FAILURE OF ANY PRODUCTS OF ANY SUPPLIER OF MATERIALS OR EQUIPMENT TO MONTANA TIMBER PRODUCTS, EXCEPT FOR THE SPECIFIC LIMITED WARRANTY ABOVE. MONTANA TIMBER PRODUCTS GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

**The above constitutes an exhaustive statement of the limited warranty by, and remedies against, Montana Timber Products for its *MTP materials*. No agent or employee of Montana Timber Products, its distributors or sales agencies are authorized to make any different statement or warranty than as stated above. Any statement to the contrary is void.**