

WARRANTY

1. GENERAL

This warranty (the “**Warranty**”) constitutes the entire warranty provided by Coulson Manufacturing Ltd. (“**Coulson**”) to • (the “**Distributor**”) of the engineered cedar product manufactured by Coulson (the “**Goods**”). This Warranty is not transferrable or assignable to any subsequent purchaser, except as herein provided, and is applicable only in the country or territory where the Goods were purchased from Coulson by the Distributor or purchased from the Distributor by a seller (an “**Authorized Seller**”) authorized by the Distributor to sell the Goods to an End-User Purchaser (as defined below).

This Warranty is exclusively extended to (i) the Distributor and each Authorized Seller (a “**Non End-User Purchaser**”), and (ii) any person who acquires the Goods directly from the Distributor or an Authorized Seller for use by that person as an original end-user retail purchaser (the “**End-User Purchaser**”). In this Warranty, “**Purchaser**” refers to both a Non End-User Purchaser and an End-User Purchaser unless otherwise provided herein.

2. WARRANTY

- (a) Subject to the limitations set forth in this Warranty, Coulson warrants to the Purchaser that the cedar veneer (the “**Veneer**”) glued to the exterior of the Goods shall remain attached to the Goods for a period of ten (10) years from the date on which the Goods are manufactured by Coulson.
- (b) Coulson’s sole obligation for failing to comply with this Warranty shall be, at its sole and unfettered discretion, to either adjust, repair or replace any nonconforming or defective Goods where, prior to the expiration of the applicable Warranty Period: (i) Coulson has received written notice that the Veneer has become detached from the Goods (a “**Claim**”); (ii) after obtaining Coulson’s written authorization, the Purchaser has, at its sole cost and expense, submitted the Goods for inspection by Coulson or a third party authorized by Coulson in the manner set out in Coulson’s written authorization; and (iii) Coulson’s product review board (the “**Review Board**”) has, in its sole and unfettered discretion, approved the Claim in accordance with section 4 below.
- (c) If Coulson approves a Claim and adjusts, repairs or replaces the applicable non-conforming or defective Goods, the Warranty Period shall not be extended with respect to any such adjusted, repaired or replaced Goods.

3. LIMITATION OF WARRANTY

This Warranty is not applicable to cases other than defects in material, design and workmanship relating to the Goods. This Warranty is not provided by Coulson unless

the Goods were purchased as new from Coulson, the Distributor or an Authorized Seller. This Warranty does not apply to Goods sold "as is" or in a refurbished condition.

This Warranty does not apply to any Goods that have been subject to misuse, neglect, accident, modification, or damage resulting from shipping, improper handling, installation, storage, accident, abuse, ordinary wear, or "Acts of God" (e.g. natural disasters) after such Goods are delivered to the Purchaser, or from exposure by anyone other than Coulson to extreme weather or atmospheric conditions. The Review Board shall, in its sole and absolute discretion, make the final determination as to the cause of any defects to the Goods and the remedies available to the Purchaser.

THIS WARRANTY AND THE REMEDIES SET OUT HEREIN ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, BY STATUTE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, COULSON LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT COULSON'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

4. **ASSESSMENT OF CLAIM**

The Review Board shall assess any Claim made under this Warranty within a reasonable period of time of receiving the Claim and any other item required hereunder as part of the assessment process.

If a Claim is submitted by a Purchaser and the Goods which are subject to the Claim have not been installed or otherwise affixed to a structure, the Purchaser will return such Goods to Coulson in the manner provided in the return merchandise authorization ("**RMA**") issued by the Review Board.

If a Claim is submitted by a Purchaser and the Goods which are subject to the Claim have been installed or otherwise affixed to a structure, Coulson will inspect the Goods at the location in which the Goods were installed or affixed, as the case may be. If some but not all of the Goods subject to a Claim have been installed or otherwise affixed to a structure, Coulson may require the Purchaser to provide additional information or photographs of the Goods prior to inspection.

Notwithstanding the foregoing, Coulson may, at its sole and unfettered discretion, elect to replace any Goods subject to a Claim without requiring a return of such Goods or carrying out an inspection.

If the Review Board requires any package to be returned to Coulson with an RMA, the RMA number must be clearly indicated on the outside of the package. Packages without

an RMA number will be refused by Coulson and will be returned to the sender at the sender's expense. The Review Board shall reject any Claim which is not supported by satisfactory proof of purchase of the Goods from the Distributor or an Authorized Seller, as the case may be.

The Review Board may only approve a Claim and provide the Purchaser with a remedy available under section 2 above if the Review Board determines that the detachment of the Veneer from the Goods is not the result of any misuse or improper handling, storage or installation of the Goods. The Review Board may not approve a Claim precluded by section 3 above or otherwise arising from any failure to follow the handling, care, storage or installation instructions set out in the installation manual originally packaged with the Goods.

5. DISCLAIMER REGARDING NATURAL CHARACTERISTICS OF GOODS

All specifications, samples and photographs provided by Coulson to depict the Goods represent a close approximation of the dimensions and visual characteristics of the Goods. The actual Goods are not shown and, as such, may differ in some material respects from the items depicted. As the Goods are made out of real wood and are designed for a natural look and fit, they may feature subtle to significant variations in thickness, size, colour, texture, grain pattern, and other natural characteristics that would not otherwise occur in a pre-fabricated product. Such variances in the characteristics of the Goods may mean that, once installed, the Goods may not fit together in a flush or even configuration. If Goods consisting of different thickness are installed adjacent to one another, the resulting arrangement may not be level. The Goods may also contain imperfections, such as knots, pin holes, bird's eyes, pockets, streaks and warping as a result of their natural characteristics. Such imperfections may appear in the Goods whether or not they are depicted in the specifications, samples or photographs provided by Coulson in connection with the Goods. Atmospheric conditions may also affect the Goods both before and after installation. For example, the look, proportions and texture of the Goods may vary depending on the level of moisture and humidity to which the Goods are exposed. The wood may also darken or lighten with age and exposure to light, and may change in other ways over time. Coulson makes no representations or warranties regarding the foregoing characteristics of the Goods. It is the responsibility of each person who purchases or uses the Goods to determine whether or not the characteristics of the Goods are satisfactory. Neither Coulson, nor any distributor of Coulson products, shall be responsible for any dissatisfaction that results from the foregoing characteristics, or any changes thereto over time.

6. FORCE MAJEURE

Any delay or failure by Coulson to perform its obligations under this Warranty shall be excused if, and to the extent, that the delay or failures caused by an event or occurrence beyond the reasonable control of Coulson and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, acts of terrorism, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems

(including lockouts, strikes and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order.

7. **ASSIGNMENT**

A Non End-User Purchaser shall only be entitled to assign its rights under this Warranty to another Non End-User Purchaser with the express written consent of Coulson, which consent may be unreasonably withheld. In the event this Warranty is assigned from one Non End-User Purchaser (the “**Assignor**”) to another, the Warranty Period shall not be extended and shall be deemed to have commenced from the date the Goods were delivered to the Assignor.

An End-User Purchaser shall not be entitled to transfer or assign its rights under this Warranty to any other person.

8. **SEVERABILITY**

In the event any provision of this Warranty is determined to be invalid, such invalidity shall not affect the validity of the remaining portions of this Warranty and, the parties shall substitute for the invalid provision, the provision that most closely approximates the intent and economic effect of the invalid provision.

9. **LIMITATION OF LIABILITIES**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, COULSON SHALL NOT BE LIABLE TO THE PURCHASER FOR PERSONAL INJURY, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR OTHER COSTS, CHARGES, PENALTIES OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE PRINCIPLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

Notwithstanding any provision of this Warranty or otherwise, Coulson will not be liable with respect to the Goods under any contract, negligence, strict liability or other legal or equitable principles for (i) any amount in excess of the purchase price paid for the defective Goods, or (ii) loss of actual or anticipated profits (including loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, business interruption or any other commercial damages or losses, and the cost of the installation or removal of any products, the installation or replacement of replacement products, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of products arising from a defect in any product. For greater certainty, Coulson shall not be responsible for any labour or other costs, expenses or disbursements incurred by the Purchaser, or by any employee, agent, servant or other person engaged to act on the Purchaser’s behalf, arising from or in connection with the installation, maintenance, treatment, repair, replacement, removal or storage of the Goods. The foregoing

limitations apply even if Coulson cannot or does not repair or replace any defective Goods and the Purchaser's exclusive remedy fails of its essential purpose.

THE PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE GOODS AND ANY SERVICES PROVIDED BY COULSON IN CONNECTION WITH THE GOODS OR THIS WARRANTY IS AT THE PURCHASER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE PURCHASER.

10. CHOICE OF LAW

This Warranty and the performance thereof shall be governed by, subject to and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any provision regarding conflict of laws. The venue for any dispute arising under this Warranty shall be Vancouver, British Columbia.

11. ENTIRE WARRANTY

This Warranty constitutes the entire warranty provided by Coulson to the Purchaser in connection with the Goods and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Warranty will be binding unless in writing and signed by Coulson or a duly authorized representative thereof. Any translation of this Warranty is done for local requirements and in the event of a dispute between the English and the non-English version of this Warranty, the English version shall govern to the extent not prohibited by applicable law.