

LIMITED WARRANTY FOR SMITH & FONG PLYWOOD & PANELING PRODUCTS

This Warranty is extended by Smith & Fong Company ("Smith & Fong," "We," and "Our") to the original purchaser ("You" and its other forms) of plywood and paneling products. This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

(1) Warranty Coverage: All Smith & Fong plywood and paneling products are free from manufacturing defects and will remain free from such defects during the Warranty Period.

(2) Warranty Period: Five years from the date of purchase.

(3) Disclaimer of Implied Warranties: The terms of this Warranty provide the exclusive and sole remedy available to You. This Warranty supersedes any other representations and Smith & Fong specifically **DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** In no event shall any implied warranty imposed by operation of law exceed the shortest applicable Warranty Period under this Warranty or imposed by operation of law. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to you.

(4) Warranty Terms: Smith & Fong paneling and plywood products must not be exposed to extreme variations in heat, humidity, moisture or dryness, including water saturation, or any other sources of extreme moisture, or changes in ambient moisture or humidity. No Warranty coverage is provided for impact damage, normal wear and tear, indentations, scratches or surface damage caused by failure to protect and maintain material properly. No Warranty Coverage is provided for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight. Any damage caused to products during shipping is the responsibility of the shipping company and is not covered under this Warranty.

(5) Warranty Claims: If the Smith & Fong product does not conform to the terms of this Warranty, **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** You must provide Smith & Fong with a reasonable opportunity to inspect or examine the defective or nonconforming product before You undertake any repair, removal, or replacement of the product. Your failure to comply with the requirements of this paragraph will void your Warranty Coverage.

(6) Warranty Remedies: Following notice of any defect and submission of a Warranty Claim by You, Smith & Fong, at its sole option and discretion, shall provide conforming product to replace any nonconforming or defective product, refund the purchase price, or the percentage of the purchase price for the nonconforming product equal to the percentage of the Warranty Period remaining when You notified Smith & Fong of the defect. In no event shall Smith & Fong be liable for any cost or damages associated with the removal or reinstallation of the product or the cost of removing any fixtures or items of furniture.

(7) Exclusion of Incidental and Consequential Damages: **IN NO EVENT SHALL SMITH & FONG BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO HAVE ARISEN UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE OR INABILITY TO USE THE PRODUCT DUE TO DEFECTS IN THE PRODUCT. IN NO EVENT SHALL SMITH & FONG'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.