DIVISION 9 ENGINEERED-TO-ORDER WOOD CEILINGS

Standard Product Warranty (Interior)

The following is the standard product warranty (hereinafter, "Warranty") for 9Wood products installed in interior applications.

Our commitment: Subject to the limitations below, 9Wood ("Seller") warrants to the purchaser of its product ("Buyer") that all products sold to the Buyer by the Seller will perform in accordance with the agreed-upon specifications and conditions of the Fabrication Release Agreement, submittal samples, product data, and shop drawings ("Specifications"). The Seller warrants that at the time of shipment, the products will be free from defects in material, finish and workmanship. This warranty shall apply for one (1) year from the date of shipment.

IN CONNECTION WITH OFFERING THIS LIMITED EXPRESS WARRANTY, THE SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.

IN THE EVENT OF BREACH OF THIS WARRANTY, BUYER'S REMEDY SHALL BE LIMITED TO A REPLACEMENT OF THE PRODUCT PURCHASED OR, IN SELLER'S SOLE DISCRETION, AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE WOOD PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR ADDITIONAL DAMAGES, EITHER IN CONTRACT OR IN TORT, SUCH AS SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Limitations on Warranty: Wood is a hygroscopic material, and under normal conditions all wood products contain some moisture. Wood readily exchanges this molecular moisture with water vapor in the surrounding atmosphere according to existing relative humidity. In relatively high humidity, wood picks up moisture and swells, and in relatively low humidity it gives up moisture and shrinks. These uncontrolled extremes may affect the structural integrity of the panels and cause visual problems. Similarly, raising or lowering the temperature in a building for a sustained period of time, such as in an effort to eliminate the off-gasses, is unacceptable and will negatively affect the appearance and performance of architectural millwork.

As a result, this Warranty is limited to products properly handled, stored, installed, and maintained in a location with continuous controlled humidity and temperature, and free from exposure to magnified sunlight conditions or moisture. Specifically, this Warranty shall only apply if the following guidelines are strictly followed:

1. **Climate Requirements:**
   - 9Wood's product has been fabricated to perform in a relative humidity range of 25-55% (not exceeding 20% RH from peaks to valleys), and a temperature range of 60° to 80° F.
   - The building climate must fall within the above parameters at all times, including periods of onsite storage and building occupancy.
   - Prior to storage and installation of the wood product, the HVAC systems must be fully operational.
   - Prior to storage and installation of the wood product, all exterior windows and doors are to be in place and weather-stripped. All wet work is to be completed and thoroughly dry.
   - The wood product should not be exposed to forced air (warm or cold), excessive moisture, or rapidly changing temperatures at any point in its life cycle.
2. **Acclimatization Requirements:**
   - Prior to installation, the wood product must be allowed to reach Equilibrium Moisture Content ("EMC"); that is, a similar moisture and temperature to the installation space, and that falls within the climate requirements stated above.
   - Reaching EMC typically takes at least 72 hours, but this will vary based on the acclimatization process that is performed as well as the difference in climate from the last stored location.
   - Refer to 9Wood's Wood Ceiling Acclimatization for Professionals handbook for assistance on the process of ensuring that your wood product is ready to be installed.

Nothing in this Warranty shall protect Buyer in the event wood products have been subjected to misuse, accident, damage, improper maintenance, alteration, or repair by anyone other than the Seller or its authorized representative.

Claim Submission: All warranty claims must be submitted using the *Warranty Claim Form*, available upon request.

Seller's Right to Examine Premises: If Buyer exercises its rights under this Warranty, Seller may first request that the building's relative humidity and temperature data, as well as samples and photographs (or videos) of the defective product, be made available to the Seller or their representative for inspection. Alternatively, at Seller's option, Seller or Seller's authorized agent may inspect the premises as well as the allegedly defective product.

Jurisdiction and Venue: In the event a legal proceeding is necessary to determine the parties' rights under this Warranty, jurisdiction shall be in the federal or state courts of the State of Oregon, and the proper venue for such proceeding shall be Lane County, Oregon.

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