



STATEMENT OF 25-YEAR LIMITED WARRANTY

Bingaman & Son Lumber, manufacturer of Americana™ Thermally Modified hardwoods, warrants our Thermally Modified wood (the "Product") when properly stored, handled, installed, finished, and maintained, to the original consumer (the "Purchaser") for a period of at least 25 years from purchase date, against rot and decay that affects the structural integrity of the Product under normal use. Normal checking, cracking and swell are considered routine adaptations to local conditions and not a manufacturing defect. This warranty covers material only and does not include removal, disposal, or installation of new material. This Warranty is limited to applications located within the continental United States of America, Alaska, and Hawaii.

Purchaser's Responsibilities

Each purchaser of Americana™ Thermally Modified hardwood is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Bingaman & S care and maintenance. Purchaser must follow Americana Installation Instructions for the Product, available at www.AmericanaRealWood.com to download for the corresponding Product. If for any reason you believe the Product is defective, **DO NOT INSTALL**. Contact your dealer.

Remedies and Exclusion of Other Remedies

Bingaman & Son Lumber liability is limited to replacement of defective product. Bingaman & Son Lumber is not liable for any cost, damage, direct or indirect effects from the use of this product. To file a claim, the Purchaser must provide photos and proof of purchase receipt before replacement units will be shipped.

Any defect in or damage to a Product resulting in whole or part from the following conditions is **NOT** Bingaman's responsibility and is **NOT** covered by this Warranty:

- a) lack of proper usage of the Product;
- b) failure to meet building code requirements, Americana™ Installation Instructions (and/or excessive moisture exposure due to the lack of proper protection of the Product or inadequate insulation, ventilation and/or vapor barriers;
- c) causes other than normal use conditions such as improper storage, handling, transportation, use, maintenance or installation; impact with other objects; earthquake, flood, fire, acts of God or nature; or any other cause beyond Bingaman's control, including weather surface checks and variations or changes in color of the Product;
- d) exposure or handling that is not consistent with good practice in the building industry, including misuse and abuse and contact with or exposure to abnormal levels of moisture; or insects, mold, mildew, fungi, algae, moss, bacterial growth, decay, rot or similar conditions.

DISCLAIMER OF WARRANTIES: THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY BINGAMAN WITH RESPECT TO THE PRODUCTS. BINGAMAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Warranty supersedes all prior or contemporaneous oral or written representations concerning the Product. No Bingaman employee or any other person is authorized to modify this Warranty or make any warranty in addition to the Warranty set forth in this certificate.

LIMITATION OF REMEDIES AND DAMAGES: UNDER NO CIRCUMSTANCES WILL BINGAMAN BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR IN ANY WAY RELATED TO A CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE STRUCTURE IN WHICH THE PRODUCT IS INSTALLED, DAMAGE TO OTHER PROPERTY, AND LOSS OF USE OF THE PRODUCTS OR OTHER PROPERTY. ANY ACTION OR SUIT RELATING TO THE PRODUCTS MUST BE COMMENCED WITHIN 90 DAYS AFTER THE CAUSE OF ACTION ACCRUES.

All questions concerning the meaning or applicability of this limited warranty are to be decided under the law of the Commonwealth of Pennsylvania without reference to its choice-of-law rules.

Project Name: _____

Project #: _____

Project Location: _____

Customer Name: _____



Bingaman & Son Lumber
 1195 Creek Mountain Road, Kreamer, PA 17833
 (570) 374 1108

Years from Date of Original Installation	0-5	100%	% of Total Claim Cost to be Covered
	6	90%	
	7	80%	
	8	70%	
	9	60%	
	10	50%	
	11	40%	
	12	30%	
	13	20%	
	14-25	10%	