

# MATERIAL LOGIQ – One (1) Year Limited Warranty

# Effective January 2024

Please read the following terms carefully, as they relate to MATERIAL LOGIQ products and are affected by the installation conditions.

MATERIAL LOGIQ does not assume nor does it authorize any person to assume or extend on its behalf any other warranty obligation or liability.

MATERIAL LOGIQ products are warranted to be free from defects in materials or factory workmanship, when properly installed, for one (1) year from the delivery date. Products with obvious flaws or defects in materials or factory workmanship must be reported to MATERIAL LOGIQ within thirty (30) days of the date of delivery to the customer.

This limited warranty is subject to further conditions listed below. This warranty is made directly to MATERIAL LOGIQ's customer. Upon full payment by the customer for the goods supplied by MATERIAL LOGIQ, the warranty may be transferred by the customer to the owner of the building where the products were installed. Upon transfer, the warranty will remain subject to the terms and conditions of MATERIAL LOGIQ's agreement with the customer. All MATERIAL LOGIQ limited warranties are subject to use and storage under normal conditions. Abnormal Conditions include exposure to chemical fumes, vibrations, presence of standing water, moisture coming into direct contact with the products, such as could result from building leaks or condensation, humidity, or temperatures outside of the parameters noted in the 'Warranty Conditions' section below, excessive dust or dirt buildup, use of tape or adhesives, or abuse.

#### MATERIAL LOGIQ Actions:

This warranty against defective products is limited in liability to the repair or replacement of MATERIAL LOGIQ products. Subject to the return of defective products and confirmation by MATERIAL LOGIQ of such product failure, MATERIAL LOGIQ will deliver, at MATERIAL LOGIQ's expense, F.O.B., to the original order destination, new product, of the same or similar type and grade, in an amount equal to that which is determined to be defective. MATERIAL LOGIQ reserves the right to repair or replace products at our sole discretion.

## Not Covered Under This Warranty:

Damage which may occur from vibrations, fire, water, chemical fumes, freezing temperatures, accident or any form of abuse, or exposure to Abnormal Conditions is not covered by this warranty. If subjected to Abnormal Conditions, the product should be removed immediately and replaced once the conditions of installation are normal. The growth of mold is not covered by this warranty nor is it the responsibility of MATERIAL LOGIQ. All products should be maintained to avoid excessive dirt or dust buildup or the presence of excessive moisture that would provide a medium for microbial growth.

MATERIAL LOGIQ wood products will have natural variations due to the characteristics of the wood or veneers. This warranty does not extend to sagging or warping caused by a failure to follow the 'Warranty Conditions' or to variations in color, texture, or grain, which are due to natural variation in the characteristics of the wood or veneers; or changes in color or fading resulting from changes in the site condition, direct exposure to sunlight or partial exposure to a light source; any failure or defect caused by the material becoming either overly dry or moist, such as may result by placement of panels directly facing air vents or radiant heat source, or failure to seal full cut edges in accordance with MATERIAL LOGIQ's installation instructions.

Due to the manufacturing process, MATERIAL LOGIQ fiber products may include color inconsistencies, including dye lot variations, flecks, specks, and other slight surface blemishes. Additionally, manufacturing tolerances may vary +/- 1/8" and exact size and other unavoidable variables such as lighting conditions, pattern matching, directional

materials, and expansion & contraction due to environmental conditions may occur. This warranty does not extend coverage to issues related to the above referenced unavoidable variances or factors.

This warranty does not extend to damages, misuse, abuse, the removal and reinstallation or the labor to do so. THIS EXPRESS WARRANTY CONSTITUTES THE ENTIRE OBLIGATION OF MATERIAL LOGIQ AND THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. LIABILITY IS LIMITED TO THAT SET FORTH BELOW AND MATERIAL LOGIQ SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION OR REMOVAL COST OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY.

## **Warranty Conditions**

All MATERIAL LOGIQ products shall be installed in accordance with written MATERIAL LOGIQ installation instructions and/ or approved shop drawings in effect at the time of installation, as well as customary industry standard practices. MATERIAL LOGIQ shall have no responsibility for defective processing or alteration to the products by others after shipment. Any additional mounting parts such as lighting or ventilation facilities shall be suspended separately and supported securely by the substructure in accordance with MATERIAL LOGIQ installation instructions. Prior to installation, all products must be kept clean and dry in an environment that is continuously between the temperature and relative humidity levels set out below and not subject to any Abnormal Conditions. To ensure that the wood products have stabilized to the current building conditions prior to their installation, the panels must be placed in an environmentally stable building location for a minimum of 72 hours. Remove plastic wrap, if applicable, to allow products to acclimatize. Installation of the products shall be carried out where the temperature is between 55°F and 80°F, and relative humidity levels maintained between 25% RH and 55% RH. These temperature and humidity conditions must be met throughout the lifetime of the warranty. It is necessary for the area to be enclosed and for the HVAC systems to be functioning and in continuous operation. All wet work (plastering, concrete, etc.) must be complete and dry. Any maintenance or cleaning of MATERIAL LOGIQ products must be done in accordance with MATERIAL LOGIQ care instructions. On exterior applications, this warranty does not apply with regards to unforeseen circumstances, including but not limited to, excessive wind, sever weather conditions, or acts of God.

### For Service:

You must notify MATERIAL LOGIQ of any product failure covered by this warranty within thirty (30) days of first observation of failure by writing to the following address: MATERIAL LOGIQ 123 Columbia Court North, Chaska, MN 55318, or call us at 1-800-220-8412.

## State Law Application:

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the limitation or exclusion herein may not apply to you.