



STABLEDECK

Enclosed Cargo Trailer Panels 1 Year Limited Warranty

Warranty Coverage

West Fraser (the “Manufacturer”) represents and warrants that for a period of 1 year from date of purchase, StableDeck Enclosed Cargo Trailer panels (the “Product”) will not exhibit any delamination (being a visible separation within the panel that results in the reduction of the panel’s structural strength), will be free of manufacturing defects and meets or exceeds product standards in the U.S. and Canada (the “Product Standards”) when properly used as interior flooring or interior sides of enclosed cargo trailers, provided that the Product is also properly stored, transported, handled, installed and maintained.

Product Standards

The Product will be manufactured in Canada in Accordance with CSA Standard 0325 and PS 2-18 Exposure 1 or in accordance with other applicable industry product standards in existence at the time of manufacture.

Warranty Period

For a period of 1 year from the date of purchase by the trailer manufacturer, this warranty applies to both: (1) the trailer manufacturer (the Original Equipment Manufacturer or “OEM”) and (2) the first purchaser of the trailer once the Product has been installed (the “initial owner” and collectively with the OEM, the “Purchaser”).

Remedy

For any Product that the Manufacturer determines, in its sole discretion, does not conform to this Warranty, the Manufacturer will, at its sole discretion, pay for either the repair or replacement of the panels (at wholesale cost).

Exclusions From The Warranty

Exclusions from coverage by the Warranty include, but are not limited to, the following:

- Damage from improper use (including any use other than as interior flooring or interior sides of enclosed cargo trailers), transportation, handling, installation or maintenance
- Acts of God, trailer design, application or construction of the trailer
- Alterations to the trailer after the original installation of the Product
- Minor surface flaking, edge cracking, or minor edge swelling
- Product not installed according to industry standards
- Product installed in such a manner as to have exterior exposure
- Product is stored, held or installed in any space that has or creates an exterior environment
- Damage from wood fungal decay, rot, mold or mildew
- Product not stored, handled, maintained and installed according to the most stringent of the appropriate industry standards or trailer manufacturer’s specifications

Filing a Claim

The Purchaser will notify the Manufacturer in writing within 30 days of discovering any defects in the Product during the Warranty Period. Failure to provide such notice will void any obligation of the Manufacturer under this Warranty. Access to the enclosed trailer where the Product has been used by the Purchaser shall be provided to the Manufacturer and its representatives for the purpose of inspection. All receipts, permits, and installation records are to be supplied to the Manufacturer upon request.

Send notice to: West Fraser - One Toronto Street, Suite 600, Toronto, Ontario Canada M5C 2W4

EXCLUSION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROVIDED IN THE WARRANTY, THE PRODUCT IS SOLD "AS IS" AND "WITH ALL FAULTS." THE WARRANTIES AND REMEDIES PROVIDED ABOVE APPLY TO THE OEM AND INITIAL OWNER ONLY, AND ARE THE SOLE AND EXCLUSIVE REMEDIES EXCEPT AS OTHERWISE REQUIRED BY LAW, AND ARE MADE IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS, ORAL, LEGAL OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING OUT OF A COURSE OF DEALING OR TRADE USAGE OR ADVERTISING OF THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MANUFACTURER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGES REGARDLESS OF THE THEORY (INCLUDING NEGLIGENCE) UNDER WHICH SUCH DAMAGES ARE SOUGHT.

Governing Law and Attornment

This Warranty is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Manufacturer and Purchaser each hereby attorns to the exclusive jurisdiction of the courts of the province of Ontario with respect to any dispute arising under this Warranty. This warranty gives you certain specific legal rights, and you may also have other rights which vary from state to state or province to province.

West Fraser

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