

MAXIMOTM

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CERTIFICATE OF LIMITED WARRANTY

1. LIMITED WARRANTY

1.1 Limited Warranty. Under the terms outlined in this Certificate of Warranty, Maximo™ Thermo warrants that the products defined herein are produced according to the specifications detailed in the Product Data Sheets provided by Maximo™ Thermo and valid at the time of the first purchase from Maximo™ Thermo or its authorized distributors.

1.2 Products. This warranty applies to all Maximo™ Thermo outdoor wood products branded, marketed, and sold to the customer as Maximo™ Thermo products.

1.3 Exclusivity. The warranty is exclusive to the first purchasers and the owner of any structure where the products are installed, as evidenced by the original purchase documents, such as invoices or packing lists that state Maximo™ Thermo products were purchased.

1.4 Warranty Period. The warranty period is valid for 20 years from the original purchase date ("Warranty Period").

1.5 Geographical Coverage. This Warranty covers products purchased, installed, and/or used in the USA.

2. DAMAGE COVERED BY WARRANTY

2.1 Structural Damage. This warranty covers structural damage (e.g., decay) occurring within the warranty period due to wood-destroying fungi, beyond the parameters stated in the applicable Product Data Sheets.

2.2 Suitability. Maximo™ Thermo does not guarantee the product's suitability for specific design or visual outcomes as installed. Such assessments are at the purchaser's risk.

3. REMEDY

3.1 Replacement or Compensation. Maximo™ Thermo, at its discretion, will either replace or compensate for solely products with damage covered by this warranty.

3.2 Compensation Limit. Compensation shall not exceed the invoice amount of the affected products.

3.3 Compensation Based on Aging. Compensation is adjusted based on the time elapsed since purchase:

Time from Purchase	Compensation Proportion
Up to 5 year	90%
6 to 9 years	60%
10 to 12 years	30%
13 to 15 years	10%
16 to 20 years	5%

3.4 Limitation of Liability. Maximo™ Thermo may not be responsible for any incidental, special, or consequential damages, direct or indirect, unless such damages are due to Maximo™ Thermo's negligence or non-compliance with the terms of this warranty.



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3.5 Labor Costs. Maximo™ Thermo shall not be responsible for any labor costs, including but not limited to the removal, reinstallation, or associated expenses related to the replacement of warranted products.

4. EXCLUDED DAMAGE

4.1 Damage Exclusions. This warranty does not cover:

- Normal wear and tear or natural discoloration due to weathering.
- Improper storage, handling, or installation.
- Use beyond recommended applications or non-compliance with building codes.
- Damage due to external impacts or environmental conditions like severe weather or natural disasters.

4.2 Installation Clause. This warranty shall be valid only if the products are installed properly, in compliance with Maximo™ Thermo's installation guidelines and industry best practices. Failure to follow these guidelines, including insufficient structural support or improper fastening, voids the warranty.

4.3 Natural Variability. Variations in texture, color, and appearance, as well as natural aging characteristics such as warping or splitting, are not covered.

5. CLAIM PROCESS AND CONDITIONS

5.1 Inspection Rights. Maximo™ Thermo reserves the right to inspect the damaged products on-site before any repair or replacement begins. The claimant must allow for reasonable access for inspection purposes.

5.2 Protection Obligation. The claimant must take all necessary measures to protect the products and prevent further damage until inspection and assessment are completed.

5.3 Proper Installation Requirement. The claimant must provide proof that the products were installed following Maximo™ Thermo's guidelines. Failure to do so will result in claim rejection.

5.4 Compliance with Guidelines. Products must be stored, transported, and installed according to Maximo™ Thermo guidelines to maintain warranty validity.

5.5 Written Claims Submission. Claims must be made in writing within 30 days of damage discovery. The submission must include:

- A copy of this original Certificate of Warranty.
- Purchase invoices.
- A detailed statement of the damage.
- Photographs depicting the claimed damage.

5.6 Claim Submission Address. Claims should be submitted to:

MAXIMO WOOD USA

20807 Biscayne Boulevard, Aventura, Florida

33180, United States

5.7 Claim Review Process. Upon receipt of a claim, Maximo™ Thermo will review the documentation and may request additional information or conduct an on-site inspection. A decision regarding the claim will be communicated to the claimant within 30 days of receiving all necessary information.

5.8 Dispute Resolution. If a claim is denied and the claimant disagrees with the decision, the dispute shall be resolved through mediation or arbitration, as agreed upon by both parties, in accordance with the laws of Florida.

6. CONTACT INFORMATION

Maximo™ Thermo USA is the designated representative for claims in the USA and Canada and can be reached at:

MAXIMO WOOD USA

20807 Biscayne Boulevard, Aventura, Florida

33180, United States

7. GOVERNING LAW

This warranty is governed by the laws of Florida, excluding conflict of law principles.

8. DISPUTE RESOLUTION

8.1 Initial Settlement. Disputes should first be settled amicably. If unresolved, the parties may agree to a neutral arbitration process, but the consumer retains the right to seek court action.

