



Natural wood
Made to last

rev. 5-6-22

KEBONY NORGE AS LIMITED WARRANTY STATEMENT FOR THE UNITED STATES

Please note that Section 4 below requires that all disputes between you and Kebony be resolved by binding confidential arbitration on an individual, non-class action basis, rather than a court proceeding. Please review Section 4 carefully to understand your rights.

1. Products Covered and Duration of Warranty

1.1 This Limited Warranty applies in the United States to all Kebony products (the “Product” or “Products”) manufactured or distributed by Kebony Norge AS (“Kebony”) for use in residential and commercial settings. A Product or the Products is/are defined as any of the following: Kebony Character and Kebony Clear modified wood products. A full description of each product to which this Limited Warranty applies can be found at www.kebony.us.

1.2 Kebony provides this Limited Warranty to you, the purchaser as either a “residential purchaser” or a “commercial purchaser” of Kebony Products (“You,” “Your” or the “Purchaser”). The rights and coverage You receive may vary based on purchaser type; however, Kebony will specify where that is the case in this Limited Warranty.

1.2.1 For the purposes of this Limited Warranty, a “residential purchaser” shall refer to an individual residential homeowner using the property where the Product is installed for personal, family and household use at the time of installation.

1.2.2 For the purposes of this Limited Warranty, a “commercial purchaser” shall refer to any purchaser other than a residential purchaser, including buildings or property owned by corporations, governmental agencies, homeowner associations, cooperative housing arrangements, hotels and apartment buildings.

1.2.3. This Limited Warranty extends only to You, the original purchaser of the Product, except that a residential purchaser may transfer this Limited Warranty one time to another residential purchaser who is purchasing the property where the Product has been installed, provided that purchase is made within 5 years of the date the Warranty Period (defined below) commenced. A commercial purchaser may not transfer this Limited Warranty to any third party.

1.3 Consult the **Product Warranty Table** contained in the **Addendum** to this Limited Warranty for the warranty period that applies to the Product You purchased (“Warranty Period”) and to determine where Your Limited Warranty is valid.

1.4 The Warranty Period commences on the date of invoice or receipt for the Product to You, as stated on the invoice or receipt You received at the time you purchased the Product.



2. Terms of the Warranty

2.1 Kebony warrants that the Product You have purchased from Kebony or from an authorized Kebony reseller in the U.S. is produced to the specifications described in the relevant Product Data Sheets issued by Kebony that are valid and in effect at the time of purchase. These Data Sheets can be downloaded from www.kebony.us.

2.2 Damage Covered by the Warranty

Subject to the conditions set out herein, Kebony warrants that from the date of delivery as stated on the invoice and for the Warranty Period following delivery as defined in the Product Warranty Tables listed in the Addendum, the Products will not be damaged by decay caused by soft-rot fungi and the wood destroying fungi *Postia placenta*, *Coniophora puteana*, *Gloeophyllum trabeum* or *Corriolus versicolor*, such that the Products do not perform according to their intended function.

Note that Kebony is a natural material, and natural variation in quality may require that single boards need replacement within the Warranty Period. Replacement of single boards due to natural variations in quality will not be covered, except at Kebony's sole discretion.

2.3 Remedy for Damages Covered by the Warranty

During the Warranty Period, Kebony will replace defective boards and/or compensate You for any defective boards in accordance with the Product Warranty Table provided in the Addendum to this Warranty. All exchanged boards replaced under this Warranty will become the property of Kebony. You will be responsible for all freight and labor costs associated with coverage under this Warranty. Coverage under this Limited Warranty extends only to replacement of or compensation for the Product in accordance with the schedule in the Addendum.

If, after repeated efforts, Kebony is unable to restore the Product to good working order, You are entitled to Your choice of either a refund of the purchase price or a replacement product. Replacement shall be provided free of cost, and Kebony Refunds shall be pro-rated as described in the Product Warranty Table in the Addendum and are limited to product cost only; freight, installation, and removal labor, etc. are not compensated for.

2.4 How to Receive Service

To receive service under this Limited Warranty, please contact Kebony at info@kebony.us or Hoffsveien 48, 0377 Oslo, Norway within the Warranty Period and within 30 days after discovery of a suspected damage, and provide copies of the relevant receipt(s), a statement describing the damage, and photographs showing the suspected damage. Discovery is defined as the point in time when the suspected damage was discovered, or should have been discovered, by You. **California consumers only:** California law provides that for in-warranty service, California residents have the option to return the Product to (A) the retail store location where the Product was purchased or (B) to another retail store location that sells the Product of the same type.



Kebony reserves the right to inspect the Product(s) prior to any authorization by Kebony of any replacement, refund or other remedy under this Limited Warranty. From the date a potential claim is detected, You must take all reasonable steps to protect the Product(s) from further damage and all reasonable steps to mitigate potential losses caused by the suspected damage.

2.5 Limited Warranty Conditions

This Limited Warranty is valid only within the United States.

This Limited Warranty extends only to Products purchased from Kebony or from a Kebony authorized reseller. This Limited Warranty also does not extend to any Product that has been damaged or rendered defective (a) as a result of accident, misuse, neglect, alteration, or abuse by You or a third party; (b) as a result of an act of God; (c) by operation outside the usage parameters stated in the Kebony Installation Guidelines, User Maintenance Guidelines, and other Kebony product documents valid at the time of purchase, which are available to You at the time of purchase at www.kebony.us or by writing to Kebony at Hoffsvæien 48, 0377 Oslo, Norway; (d) by modification of the Product; (e) by negligent handling or damage due to faulty third party packaging or mishandling in transit; (f) by improper storage, handling, installation, or use, including but not limited to any damage where good design and installation practices have not been followed; (g) by settlement or structural movement and/or movement of materials to which the Product is attached; (h) by damage from incorrect design of any structure or where the maximum designed loads are exceeded for any structure; (i) as a result of contamination by non-destroying organisms such as surface mold, mildew or algae; or (j) any cause other than manufacturing defects attributable to Kebony.

This Limited Warranty is valid on the condition that Kebony Installation Guidelines, User Maintenance Guidelines, and other Kebony product documents valid at the time of purchase are observed and followed at the handling, storage, installation and use of the Product(s). Failure to install Product(s) in accordance with Kebony's instructions will invalidate this Limited Warranty.

2.6 Exclusions

This Limited Warranty constitutes Kebony's entire liability, which will never exceed the price You paid for the Product, plus the necessary costs associated with making the Limited Warranty claim.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, KEBONY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF KEBONY CANNOT DISCLAIM IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY. THE WARRANTY DURATION ON ANY REPLACED PRODUCT WILL BE THAT PORTION OF THE WARRANTY PERIOD REMAINING ON YOUR ORIGINAL PRODUCT. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.



3. Limitation of Remedy

3.1 Kebony is not liable for any damages caused by the Product or the failure of the Product to perform, including any lost profits, lost savings, indirect damages, incidental damages, economic damages, exemplary damages, special damages, punitive damages, or consequential damages. Kebony is not liable for any claim made by a third party or made by You for a third party.

3.2 This limitation applies whether damages are sought, or a claim made, under this Warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation cannot be waived or amended by any person. This limitation of liability will be effective even if Kebony or an authorized representative of Kebony has been advised by You of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

4. Dispute Resolution Procedure and Class Action Waiver

If You have a complaint, You agree to first contact us at info@kebony.us to attempt to resolve the complaint informally. Any complaint relating to this Limited Warranty or Your relationship with Kebony that cannot be resolved through such informal process within one hundred and twenty (120) days shall be exclusively resolved by binding, confidential arbitration administered by the American Arbitration Association ("AAA"). Kebony agrees that any claim it may have against You will also be subject to this arbitration provision, except for claims involving the infringement or misappropriation of Kebony's intellectual property. The arbitration will be conducted by a single neutral arbitrator in the English language by written submissions and with no discovery unless the parties agree otherwise or the arbitrator finds that good cause for limited discovery exists. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with the AAA's Rules. The arbitration will be conducted pursuant to the AAA's Commercial Arbitration Rules and Procedures, in effect at the time of submission of the demand for arbitration. The AAA's Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, validity, or enforceability of this arbitration provision and Limited Warranty. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable and whether this arbitration agreement can be enforced against a third-party. Payment of all filing, administration, and arbitrator fees shall be governed by the AAA's Rules. In all other respects, the parties shall each pay their own additional fees and costs.

The arbitrator shall follow the substantive law of the State of Texas without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You and Kebony agree that disputes will only be arbitrated on an individual basis and shall not be consolidated, on a class wide, representative basis, or with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. You and Kebony expressly waive any right to pursue any class or other representative action against each other.

Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims



except that all claims must be brought within 1 year after the claim arises (the 1 year period includes the 120-day informal resolution procedure described above).

California consumers only: Notwithstanding anything to the contrary herein, and only to the extent a court of competent jurisdiction determines that California law applies to Kebony's relationship with a California resident in contravention of this provision, then (a) a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) must be arbitrated on a class basis, (b) in the event that the foregoing clause is deemed invalid or unenforceable, a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) may be brought in the state or federal courts located in Houston, Texas on a putative class basis, and (c) any claims other than for public injunctive relief must be arbitrated on an individual, non-class basis as otherwise set forth in this Section 4.

You have the right to opt out of this arbitration provision within thirty (30) days from the date of Your purchase by e-mailing us at info@kebonny.us or calling us at 1-833-795-8660. For Your opt-out to be effective, You must submit a signed written notice identifying the product You purchased and the date of Your purchase. If more than thirty (30) days have passed, You are not eligible to opt out and You must pursue Your claim through binding arbitration as set forth in this Section 4.w

5. U.S.A. State Laws

5.1 Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to You.

5.2 Some states do not allow the exclusion or limitation in incidental or consequential damages for consumer products. In such states, the exclusion or limitation of this Limited Warranty may not apply to You. This Limited Warranty gives You specific legal rights, and You may also have other rights which may vary from State to State. You are advised to consult applicable state laws for a full determination of Your rights.

6. Additional Warranty Information

Please contact Your Kebony authorized reseller or Kebony if You have any questions about this Limited Warranty. You can find contact information at www.kebonny.us.



ADDENDUM

Kebony Warranty valid from June 1, 2022 (new material only, excluding freight)										
	Durability class (EN 350)	Use class (EN 335)	Material compensation (%) over the warranty period (years)							
			Residential Use ²						Commercial Use ²	
			100%	80%	60%	40%	20%	0%	100%	0%
Kebony Character Decking	1-2 ¹	3.2	≤15	≤16	≤17	≤18	≤19	>20	≤15	>15
Kebony Character Cladding	1-2 ¹	3.1	≤25	≤26	≤27	≤28	≤29	>30	≤25	>25
Kebony Clear Decking	1	3.2	≤25	≤26	≤27	≤28	≤29	>30	≤25	>25
Kebony Clear Cladding	1	3.1	≤30	≤31	≤32	≤33	≤34	>35	≤30	>30
Kebony Clear Standard Rough Sawn Products ³	1	3.2	≤25	≤26	≤27	≤28	≤29	>30	≤25	>25

¹ Sapwood

² The validity of the warranty requires that, where applicable, Kebony's use and installation guidelines are followed to Use Class 3.2 (EN 335), and installed according to all relevant laws and regulations. Increased mechanical wear on public surfaces is reflected in the reduced warranty period.

³ For all Kebony Clear products that are to be machined beyond end cutting, the machining company must confirm to follow Kebony machining guidelines as applicable, and all use is to follow Kebony's use and installation guidelines and be consistent with Use Class 3.2 (EN 335) as above.