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LIMITED WARRANTY

ValorDek Inc. warrants the Vinyl Products distributed by them to be free of defects for a period as listed below from the original date of purchase, evidenced by proof of purchase.

This limited warranty extends to the original purchaser only and is non-transferrable, subject to the terms, conditions and limitations set forth herein. This warranty specifically excludes damages caused by negligence, alteration, accident, abuse, misuse, vandalism and acts of God. A installer must install ValorDek Vinyl Decking Products using materials purchased from ValorDek Inc., including glues. The product must be installed onto new, unsealed plywood or new, unseated concrete.

<u>Waterproofing</u>: If during the warranty period, said product should fail to perform the waterproofing function for which it was intended, ValorDek Inc. will replace the material for the area which is determined to be defective, with the same (or similar) colour and grade of vinyl.

Appearance: If during the warranty period said product demonstrates excessive blotchiness, or other aesthetic shortcomings over and above what would be considered as natural aging, ValorDek Inc. will replace the material for the area which is determined to be defective, with the same (or similar) colour and grade of vinyl.

Avoidance of Doubt

For the avoidance of doubt, ValorDek's responsibilities under this Warranty are as follows:

a) If the problem occurs and is reported in writing to ValorDek Inc. within two (2) years of the installation date, the affected portion of the membrane (at ValorDek Inc. discretion) will be replaced at ValorDek Inc. expense.

b) If the problem occurs and is reported in writing to ValorDek Inc. after two (2) years and within five (5) or ten (10) years (as applicable) of the installation date, ValorDek Inc. shall provide materials only for replacement and the customer will be responsible for the installation labour.

| | Waterproofing | Appearance |
|---|---------------|------------|
| ValorDek Inc. 'Ultra Roof Dek' Vinyl Decking: | 10 years | 5 years |
| ValorDek Inc. 'Smoothback' Vinyl Decking: | 10 years | 5 years |

NOTE: The customer knows and understands that ValorDek Inc. and the licensed Installer are two separate corporate entities. The customer also understands that the licensed Installer is solely liable for all installation related repairs. The installer is an independent contractor and not an agent of ValorDek Inc. ValorDek Inc. warrants only the vinyl itself. In the event of an installation related warranty issue, all required repairs are to be facilitated by the installer or installation company. This would include, but not limited to, the seaming and sealing of the product and use of the appropriate thickness of vinyl for specific applications.

This warranty will only be in effect if the following have happened:

a) Products distributed by ValorDek Inc. were installed in accordance with decking standards, using only ValorDek Inc. approved sundry products, by a licensed Installer.

b) The full purchase price for the installation has been paid to the Installer.

c) ValorDek Inc. has received written notice promptly of the warranty claim from the Installer and that ValorDek Inc. has acknowledged, in writing to the customer, that the alleged defects are covered under this warranty.

TERMS AND CONDITIONS

1. No implied warranties, including warranties of merchantability and fitness for a particular purpose extend beyond the term of this written warranty. No representative has any authority to make any representations other than those stated herein.

- 2. This warranty shall not be applicable to damage or loss caused in whole or in part by:
 - Natural disasters, including but not limited to lightning, wind or hail.
 - Any and all acts of vandalism, negligence or misuse.
 - Repairs or alterations to the deck without written authorization from ValorDek Inc.
 - Settling, warping or failure of the structure to which is attached.
 - Checking, joint expansion (causing seam lines), lifting or any other problems related to the type of plywood used or how it was secured to the deck structure.
 - Infiltration of moisture, in any form, in, through, around and above the walls of the building. g) Lack of proper venting of the deck structure itself.
 - Failure of any and all materials not furnished by ValorDek Inc.
 - Excess traffic.
 - Damage caused by foreign chemicals being introduced either to the surface of the vinyl or coming in contact with the underside of the vinyl through either the glues used or chemicals gassing out of improperly cured plywood.
 - Problems resulting from moisture including fungus, discoloration, alkali, condensation or hydrostatic pressure.
 - Color variations from samples or printed illustrations compared to actual production runs. Fading or reduction of gloss due to weathering and or use.
 - Premature degradation caused by standing water on improperly sloped decks.
- 3. Waterproofing membranes often require a sealant (caulking) in certain areas. These sealants require an annual inspection and maintenance as required by the Building Owner. ValorDek Inc. is not responsible for damages arising from improper maintenance of this sealant after the first complete year of this warranty. Waterproofing membranes also require regular cleaning and maintenance please refer to ValorDek Inc. Cleaning Instructions.
- 4. Although U.V. stabilized, some color fading will normally occur over the life of this warranty. If the customer wishes to replace the vinyl, after the second complete year of this warranty, due to fading, then the customer's share of the cost of replacement will be calculated on a per job basis taking into account term of installation, degree of degradation, area of the country and proximity to the Sun Belt.
- 5. To the extent allowed by the laws of each province, the remedies provided under the terms of this warranty state the limit of ValorDek Inc. responsibilities.