

## **All Season PVC Decking MFG Inc. Lifetime Limited Deck Warranty**

**Statement of Warranty:** This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter "Purchaser"), of All Season PVC Decking MFG Inc. (hereinafter "Products") manufactured by All Season PVC Decking MFG Inc. (hereinafter ASD). For the purposes of this warranty, a "Residential Purchaser" shall refer to a single-family residential homeowner and "Commercial Purchaser" shall refer to any Purchaser other than a single-family residential homeowner.

Except as set in the exclusions, limitations and restrictions set forth below, ASD warrants to a Residential Purchaser for twenty five (25) years and to a Commercial Purchaser five (5) years, the Product will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process; (2) occur under normal use and service; (3) occur during the warranty period; (4) result in splitting, cupping, splintering, blistering, peeling, flaking, cracking, rotting or structural damage from termites or fungal decay and (5) excessive fading of decking product under normal conditions. Applies to decks installed in Canada only at an elevation of 4,000ft or less. **(Excessive fading is determined by color change of more than 5 Delta E during the warranty period. Refer to the 25 year Chart for Prorated off of list discount on defective product)**

**Exclusion from Warranty Coverage:** ASD does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributed to (1) improper installation of the Product and/or failure to abide by the ASD's Installation Instructions, including but not limited to improper gapping; (2) use of the Products beyond normal use, or in an application not recommended by the ASD's Installation Instruction and/or local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on the which the Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as pollution, mold, mildew, etc.); (5) normal weathering of surfaces; (6) improper handling, storage, abuse or neglect of the Products by Purchaser or third parties; (7) exposure to, or direct or indirect contact with extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass which may damage the structure of the product and/or cause the Products to fade; (8) fabrication or remanufacturing by third parties; (9) any fasteners not supplied by ASD, or (10) improper application of paint or other surface chemicals not recommended by ASD in writing.

### **Maintenance**

All Season PVC Decking requires maintenance

Remove all debris (leaves, casing, pollen, organic material, BBQ grease, spills of any kind IMMEDIATELY. Clean the deck with liquid soap use water from the garden hose or power washer. Never use petroleum products on the deck.

- **Snow removal**

Use a plastic shovel only. The plastic shovel should not have the metal edge.

- **Furniture on the Deck**

Do not drag furniture across the deck as this may scratch the surface.

The use of PVC furniture may cause discoloration of the deck. Use a cork or other non PVC pad between the furniture legs and the deck.

The use of rubber or PVC Furniture welcome mats or BBQ mats may also cause staining of the deck surface.

- **BBQ**

Do not drag BBQ across the deck as this may scratch the surface. Do not use hibachi style BBQ's on the surface of your deck. Clean up any spills from your BBQ immediately.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Products in connection with their use any particular application.

**Obtaining the Warranty Performance:** If Purchaser discovers a defect in any of the Products covered under this Limited Warranty during the applicable warranty period, Purchaser must notify ASD with thirty (30) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period. Purchaser may submit a claim by contacting ASD in writing, at the following address:

All Season PVC Decking MFG Inc.  
350 Flint Road  
Toronto, ON  
M3J 2J4

Purchaser must include in this notification proof of the purchase and a statement explaining the defect. ASD may request additional information. It is a further condition of this Warranty that ASD will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect. After reviewing all information, ASD will make a determination regarding the validity of such claim. If ASD determines Purchaser's claim is valid, ASD will, at its own option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of the cost of its initial installation).

The ASD will not be liable for labor and/or removal costs connected with the claim. Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but ASD does not guarantee an exact match as colors and design may change. In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of ASD Products and will extend for the balance of the warranty period in effect at the time the material proved defective.

**Transfer of Warranty:** This warranty may be transferred one (1) time, within the five (5) years period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

**Other Conditions:** ASD does not recommend the Products for all end user applications. ASD Products are intended for decks, boardwalks and piers. Local Code Authority should consult before installation of structures with specific load-bearing capacities and for other zoning code requirements. This Limited Warranty is valid for single-family, residential applications only. For all other applications, including commercial use, this warranty shall be limited to a period of five (5) years.

**Pro Rated Chart**

<b>Years of Claim</b>	<b>Recovery</b>
1-10	100 %
11-12	80 %
13-14	60 %
15-16	40 %
17-19	20 %
20-25	5 %

THIS WARRANTY STATEMENT CONTAINED IN THIS LIFETIME LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY *ASD* AND ARE IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF *ASD* AND THE PURCHASER/PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY, IN PARTICULAR, IN NO EVENT SHALL *ASD* BE LIABLE TO THE PURCHASER/PROPERTY OWNER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF *ASD* PRODUCTS OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

The laws of some provinces do not allow the exclusion, limitation or variation of certain conditions or warranties implied by legislation so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from province to province.

This Warranty is effective for the purchase made on or after January 1, 2017