

DECKING STATEMENT OF LIMITED WARRANTY

25-Year Limited Residential Warranty | 10-Year Limited Commercial Warranty

TERMS OF WARRANTY: This warranty is afforded to (1) the original owner or (2) the owner(s) of the at the time of installation (if purchased by a contractor)(collectively hereinafter “Owner”), of the decking products (the “Decking Products”) manufactured by Sylvanix Outdoor Products, Inc. (hereinafter “Manufacturer”). A “Residential Owner” shall refer to a single-family residential homeowner and a “Commercial Owner” shall refer to any Owner who is not a single-family residential homeowner.

Subject to the exclusions, limitations and restrictions set forth in this statement of warrant, Manufacturer warrants to a Residential Owner that for a period of twenty-five (25) years (or 10 years for a Commercial Owner), the Decking Products will, from the date of original purchase, be free from material defects in workmanship and materials, and will not check, split, splinter, rot or suffer structural failure from wood destroying insects or fungus.

EXCLUSIONS: Manufacturer does not warrant and does not assume responsibility for any Decking Products defect, failure, or damage caused by: (1) improper installation of the Decking Products and/or failure to follow the Manufacturer’s installation or use instructions and guidelines; (2) use of the Decking Products in excess of normal use or contrary to the Manufacturer’s use guidelines or applicable building codes; (3) movement, collapse or settling of the ground under or around the supporting structure for the Decking Products; (4) any act of God (including but not limited to flooding, wind, earthquake, lightning, etc.); (5) adverse environmental conditions (including but not limited to pollution, mold, mildew, etc.); (6) staining from non-food substances (including but not limited to dirt, grease, oil, etc.); (7) lot variations or changes over time in color of Decking Products; (8) normal

weathering due to the elements; (9) improper use, storage, or handling of the Decking Products; (10) exposure to extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass; (11) alteration of the Decking Products; or (12) use of installation materials and supplies not provided or recommended by the Manufacturer. In addition, Owner is solely responsible for determining the suitability and safety of the Decking Products in connection with Owner’s use for any particular purpose.

MAKING WARRANTY CLAIM: If Owner discovers a covered defect or failure in any of the Products covered by this limited warranty during the applicable warranty period, Owner must, within thirty (30) days from the discovery of the defect or failure, but not later than the end of the applicable warranty period, notify Manufacturer in writing, (with written proof of delivery) at the following address:

Sylvanix Outdoor Products, Inc.
Suite 205, 195 Route 9
S Manalapan, NJ 07726

Owner must include with this written notice proof of purchase and a statement explaining the defect, with supporting photographs or other documentation. Manufacturer reserves the right to request additional information. After reviewing all information, Manufacturer will make a determination regarding the validity of Owner’s warranty claim. If Manufacturer determines Owner’s warranty claim is valid, Manufacturer will, at its option, either replace the defective Decking Products or refund the portion of the purchase price paid by Owner for such defective Decking Products (not including the cost of installation).

If a Residential Owner makes a valid warranty claim during the 11th through 25th years of the warranty coverage period, then the Residential Owner's refund or replacement will be prorated according to the chart below. If Manufacturer is providing replacement Decking Products, it may choose to replace only the percentage of the Decking Products listed below. If Manufacturer is refunding the purchase price, it may elect to refund only the following percentages of the purchase price of the Decking Products listed below:

| YEAR OF CLAIM | RECOVERY |
|---------------|----------|
| 11 | 80% |
| 12 | 80% |
| 13 | 80% |
| 14 | 60% |
| 15 | 60% |
| 16 | 60% |
| 17 | 40% |
| 18 | 40% |
| 19 | 40% |
| 20 | 20% |
| 21 | 20% |
| 22 | 20% |
| 23 | 10% |
| 24 | 10% |
| 25 | 10% |

This warranty does not cover the cost of removal of the defective Decking Products or the installation of replacement materials, or the cost of shipping of replacement Decking Materials, all of which costs shall be the Owner's responsibility. The foregoing is the limit of the Manufacturer's responsibility under this warranty.

TRANSFER OF WARRANTY TO SUBSEQUENT OWNER:

This warranty may be transferred one (1) time, during the initial five (5) years of the warranty only to a subsequent owner of the Property upon which the Decking Products were initially installed.

Disclaimer: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY SET FORTH HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED.

Limitation of Remedies and Damages: MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS EXPRESSLY SET FORTH HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SALES, LOSS OF USE, OR LOSS OF GOODWILL), WHETHER FORESEEABLE OR UNFORESEEABLE. MANUFACTURER'S LIABILITY UNDER THIS WARRANTY SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH DECKING PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

General Terms: This statement of warranty intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this warranty. This warranty may not be altered or amended. No agent, employee or any other representative of Manufacturer is authorized to make any warranty in addition to that made herein and Manufacturer shall not be bound by any such statements other than those contained in this warranty. In the event that repair or replacement of the Decking Products pursuant to this warranty is not possible due to unavailability of identical replacement Decking Products, Manufacturer may substitute its obligation under this warranty with a similar product of equal value.

This warranty is effective for purchases of Products on or after _____.