

FIBERON RESIDENTIAL LIMITED WARRANTY - STAIN AND FADE / PERFORMANCE

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR PRODUCT. THIS WARRANTY SETS FORTH THE ENTIRE RESPONSIBILITY OF FIBER COMPOSITES LLC, DOING BUSINESS AS FIBERON, FOR PRODUCTS USED IN A RESIDENTIAL APPLICATION. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND FROM PROVINCE TO PROVINCE.

THIS LIMITED WARRANTY IS FIBERON'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. WITH RESPECT TO EACH PRODUCT, ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY APPLICABLE TO SUCH PRODUCT AS STATED BELOW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Fiber Composites LLC, doing business as Fiberon ("Fiberon") extends the following limited warranty ("Limited Warranty") to the Residential Purchaser of a Fiberon product listed in this Limited Warranty (each, a "Product"). This Limited Warranty is only applicable to Products sold to a Residential Purchaser and used in the applications described below. Except as allowed below or by applicable law, this Limited Warranty may not be assigned or transferred; however, the warranty may be transferred one time, within the five year period beginning from the date of original Fiberon Product purchase, to a subsequent buyer of the property upon which the Product was originally installed.

1. WHO IS A RESIDENTIAL PURCHASER?

- a. Under this Limited Warranty, a "Residential Purchaser" "You" and "Your" mean the following:
 - ii. An individual who originally purchases and uses Products for a residential application with a dwelling that is owned and used by that individual as a primary or secondary home. For purposes of this Limited Warranty, a "residential application" is the installation and use of Fiberon Products as part of an above-ground deck; or
 - iii. The initial owner/purchaser of a newly constructed or remodeled dwelling as a primary or secondary home, for which Products were purchased or installed on behalf of the owner/purchaser by an individual or business such as a builder, contractor, or developer.
- b. Under this Limited Warranty, a primary or secondary home does not include rental property. This Limited Warranty does not apply to landlords, leasing companies or other commercial purchasers.

2. WHAT IS COVERED BY THIS LIMITED WARRANTY?

<u>Physical Integrity</u>. Subject to the exclusions and limitations set forth in this Limited Warranty, Fiberon warrants that, for the applicable Warranty Period set forth in Section 3 below, each Product shall remain free from material manufacturing defects and will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay, when properly installed, used and maintained for a residential application and in accordance with Fiberon's written instructions for the Products.

Stain and Fade Resistance. Subject to the exclusions and limitations set forth in this Limited Warranty, Fiberon warrants that, for the applicable Warranty Period set forth below in Section 3, the Products will be resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a residential deck, and that the Products will resistant to color change from light and weathering exposure as measured by color change in excess of 5 Delta E (Hunter) units. This warranty is applicable only to the extent the Products were installed, cared for and maintained in accordance with the Fiberon Care and Maintenance Instructions.

Note that Fiberon does not warrant its Products to be completely stain or fade proof. No material is completely stain or fade proof, especially (but not only) when stains result from substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.

3. WHAT IS THE WARRANTY PERIOD FOR THE PRODUCTS?

The term or duration of the Limited Warranty for a Product (the "Warranty Period") is equal to the corresponding number of years set forth next to such Product in the chart below in this Section 3. The Warranty Period begins on the date of original purchase and continues until the earlier of (a) the expiration of the applicable Warranty Period, or (b) until You no longer own the property upon which the Product was installed for a residential application.

	Residential Warranty Period		
	Physical Integrity	Stain and Fade Resistance	
PVC Decking	Promenade, Paramount®	Lifetime	50 Years
PE Decking	Concordia™ Symmetry® Collection, Concordia™ Horizon® Collection	Lifetime	50 Years
PE Decking	Sanctuary [®]	40 Years	40 Years
PE Decking	Good Life Escapes Collection	30 Years	30 Years
PE Decking	Good Life Weekender Collection, Fiberon® Jatoba, ArmorGuard®, Veranda, Xtreme Advantage	25 Years	25 Years
Railing	HavenView™ CountrySide, HavenView™ CitySide, Brio™ Rhythm, ArmorGuard®	25 Years	NA
PE Decking Used as Cladding	Concordia™ Symmetry® Collection, Concordia™ Horizon® Collection	25 Years	20 Years
Cladding	Fiberon Composite Cladding	25 Years	20 Years
Fasteners	Fiberon Universal, Phantom® and ArmorGuard® branded Hidden Fasteners ("Fiberon Fastener") as listed on www.fiberondecking.com	20 Years	NA

4. WHAT ARE YOUR REMEDIES FOR A DEFECTIVE PRODUCT?

Your sole and exclusive remedy, and Fiberon's sole liability, for any claim that a Product fails to perform as warranted above shall be, at Fiberon's sole discretion: (a) the replacement of the defective Product with new Product in an amount equal to the volume (linear feet) of defective material; (b) a pro-rated refund of the purchase price attributable to the defective portion of the Product, per the amounts listed on the Prorated Warranty Schedule in this Section 4; or (c) replacement of the defective Fiberon Fasteners. In no event shall Fiberon be responsible for costs or expenses related to installation of replacement Products. Replacement Products will be as close in color, design and quality to the original Products as reasonably possible, in Fiberon's discretion and determination, but Fiberon does not guarantee an exact match as colors and designs may change. Additionally, You agree to use fasteners in a quantity and manner adequate for installation of all replacement Products, irrespective of original installation method used. THE REMEDIES STATED IN THIS PARAGRAPH ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY PRODUCT THAT FAILS TO CONFORM TO THIS LIMITED WARRANTY.

Prorated Warranty Schedule*											
20 Year		25 Year		30 Year		40 Year		50 Year/Lifetime			
Year of Claim	Recovery	Year of Claim	Recovery	Year of Claim	Recovery	Year of Claim	Recovery	Year of Claim	Recovery		
0-10	100%	0-10	100%	0-10	100%	0-10	100%	0-10	100%		
11-12	80%	11-13	80%	11-12	90%	11-13	90%	11-14	90%		
13-14	60%	14-16	60%	13-14	80%	14-16	80%	15-18	80%		
15-16	40%	17-19	40%	15-16	70%	17-19	70%	19-22	70%		
17-18	20%	20-22	20%	17-18	60%	20-22	60%	23-26	60%		
19-20	10%	23-25	10%	19-20	50%	23-25	50%	27-30	50%		
				21-22	40%	26-29	40%	31-34	40%		
				23-24	30%	30-33	30%	35-38	30%		
				25-26	20%	34-37	20%	39-42	20%		
				27-30	10%	38—40	10%	43-50	10%		
								51+	10%		

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5. WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover, and Fiberon shall not be liable for any defects, losses or damage due to:

- a. Normal wear and tear, abuse or neglect, including but not limited to, impact from objects;
- b. Improper installation, workmanship, maintenance, cleaning, repair, handling, or storage;
- c. Failure to follow Fiberon's written instructions, including but not limited to, improper structural support, fastening, ventilation or gapping;
- d. Use of Products other than for their intended purposes or in an application not recommended or permitted by Fiberon's written instructions;
- e. Failure to comply with all applicable laws and building codes;
- f. Movement, distortion, collapse or settling of the ground or the supporting structure upon which Products are installed:
- g. Act of God, including but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, and the like;
- h. Casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces;
- i. Climate change, environmental conditions, improper drainage, static electricity or any other cause beyond Fiberon's control:
- j. Discoloration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, or chemicals, including but not limited to, those found in cleaners:
- k. Use of abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items;
- I. Direct or indirect contact with the Fiberon Products of extreme heat sources (over 250 degrees)
- m. Normal weathering, defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains;
- Application of paints, stains, surface treatments or other chemical substances, including but not limited to, cleaners or pesticides;
- o. Except as provided herein, fading, flaking or other deterioration of any paints, stains or other coatings placed on the Products:
- p. Except as provided herein, variations or changes in color of Products; or
- q. Any fasteners not supplied or approved by Fiberon. No warranty is given with respect to any fasteners other than the Fiberon Fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Your sole warranty and remedy is with that manufacturer.

6. HOW DO YOU OBTAIN WARRANTY SERVICE?

- a. To make a claim under this Limited Warranty, You must send a copy of this warranty document, copy of original proof of purchase, and photos of the defective or nonconforming Product, to the address below. Such proof of purchase must be from an authorized Fiberon Product dealer and must show (1) the date of the purchase and (2) that sufficient Product has been purchased to cover the number of lineal feet claimed to be damaged. All warranty claims must be received by Fiberon within the Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the Product.
- b. If mailing, Claims and Notices must be sent to:

Fiberon
Consumer and Technical Support
Department 181 Random Dr.
New London, NC 28127 USA
Phone 844-226-3958 | Fax 704-463-1750 | email info@fiberondecking.com

If electronic, Claims and Notices but be sent to:

https://fiberon.insightpro.com/#/page/customer-warranty-request

c. Upon discovering a possible defect with a Product, You must make temporary repairs or cordon off the area at issue at your expense to protect all property and persons that could be affected. Upon Fiberon's reasonable request, You must permit Fiberon and/or its authorized agents to enter, at reasonable times, Your property to inspect the Product that You claim is defective. Fiberon must have made a determination on Your warranty

claim before any permanent repairs or removal of materials may be undertaken, or this Limited Warranty may be void. No Products may be returned to Fiberon unless directed and authorized by Fiberon in writing to do so. Any removal or disposal of defective Products shall be at Your expense.

d. Please register your warranty at https://www.fiberondecking.com/resources/warranty-registration

7. <u>LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES</u>.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND FIBERON'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. FIBERON'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR DEFECTIVE PRODUCTS, NOR SHALL FIBERON UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES (INCLUDING LOST PROFITS), WHETHER DIRECT OR INDIRECT. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. ADDITIONAL TERMS AND LIMITATION.

- a. The suitability of the Products for Your property, and the installation and use of the Products, including but not limited to, whether they meet the requirements of any applicable laws, building or safety code or similar regulation, is Your responsibility and/or Your design professionals, and not that of Fiberon. Fiberon does not provide architectural or engineering services. Fiberon makes no express or implied warranty or representation as to the suitability of the Products for, or actual performance, capabilities or operation of the Products at, Your property or with respect to the conditions of Your use.
- b. Fiberon written instructions are available from your Fiberon dealer, your contractor, from Fiberon at <u>fiberondecking.com</u> or by writing to Fiberon at the address stated above.
- c. No one, including but not limited to, any Fiberon dealer, installer, reseller, agent or employee is authorized to modify, expand or add to this Limited Warranty.

Fiberon Respects Your Privacy. Fiberon does not trade customer information. Just as important, You control how Fiberon contacts You. We will collect Your preferences at the end of warranty registration and we encourage You to view our complete online privacy policy at https://www.fiberondecking.com/privacy-statement.