

ENDECK® Forest Series Limited Warranty



Eastern Metal Supply, Inc. (“EMS” or “We”) extends this Limited Warranty with respect to its Endeck (Forest Series) PVC decking products (the “Product”) purchased on or after January 1st, 2018. This Limited Warranty can also be found online at: www.Endeck.com

Who may use this Limited Warranty?

We extend this Limited Warranty only to the original purchaser of the Product (“You”). If You are the owner of a single family residence and purchase the Product for installation at that residence, We consider that use a “Residential Use”. If You purchase a Product for any use other than a Residential Use, including a purchase for commercial use, installation at condominiums, apartments, or other multi-family residences, or installation by associations (“Other Uses”), Your coverage under this Limited Warranty will be different as stated below. No other person or company may use or make a claim under this Limited Warranty.

What is the period of coverage of this Limited Warranty?

This Limited Warranty begins on the on the date You purchase the Product from an authorized dealer (“Warranty Start Date”) and lasts for the applicable period of time specified in the next section titled “What does this Limited Warranty cover?” (the “Warranty Period”). A Warranty Period will not be extended if We repair or replace the Product or any part of the Product.

What does this Limited Warranty cover?

We warrant that during the applicable Warranty Period:

- 1. Structural.** The Product will not crack, peel, splinter, split, cup, flake, delaminate, rot, or suffer structural damage from termites or fungal decay.
- 2. Fade Resistance.** While no decking material is fade proof, the Product has been designed to be fade resistant from light and weathering exposure as measured by color change in excess of 5 Delta E (CIE) Units.
- 3. Stain Resistance.** The Product will be resistant to permanent staining resulting from (a) spills of food and beverage related items that would typically be present on a residential deck as long as those spilled materials are removed from the Product within one week after the spill in accordance with our Cleaning and Maintenance Guide and (b) mold and mildew naturally occurring in the environment.

Limited Warranty Period for Residential Use

- Limited Warranty for Structural Defects. The Structural Warranty Period for Residential Use will continue for as long as You own the single family residence where You installed the Product.
- Limited Warranty for Fade and Stain Resistance. The Warranty Period for Residential Use for Fade and Stain Resistance will be the 30-year period commencing on the Warranty Start Date.

Limited Warranty Period for Product Installed in Desert Climates

- Due to extreme UV light conditions in desert climates, the Warranty Period for Structural Defects, Fade and Stain Resistance of the Limited Warranty for Products installed in desert climates will be limited to 15 years starting on the Warranty Start Date, in all cases, including Residential Use.

Transfer of Limited Warranty for Residential Use. You may transfer Your Structural, Fade and Stain Resistance Warranties one time only within the first five years after the Warranty Start Date to the next owner of the single family residence where You installed the Product. The next owner of that residence will need the proof of purchase to obtain warranty service under this Limited Warranty.

Limited Warranty Period for Other Uses

If You purchase a Product for Other Uses, the Warranty Period for Structural Defects, Fade and Stain Resistance will be limited to the 15-year period commencing on the Warranty Start Date.

Transfer of Limited Warranty for Other Uses

If You purchase a Product for Other Uses, this Limited Warranty may not be transferred to any subsequent owner of the property where the Product was originally installed.

Limited Warranty Remedy

If the Product does not comply with the Limited Warranty during the Warranty Period, We will, at our election, repair the Product at our expense or supply to You free of charge a new or refurbished replacement Product or provide to you a credit of all of or a portion of the original purchase price of the non-conforming Product, excluding the cost of its initial installation, on the terms and conditions of this

Limited Warranty, including the Prorated Fade and Stain Limited Warranty Schedule below; provided that if the Product fails to comply with the Fade Resistance or Stain Resistance portion of the Limited Warranty, the Prorated Fade and Stain Limited Warranty Schedule below will apply. If We replace a Product, We will deliver the Product to one of our loading docks nearest to You. You will be responsible for all costs to load and ship the Product from our dock.

What is excluded from this Limited Warranty?

This Limited Warranty only covers defects in materials and workmanship and does not cover any of the following:

1. Any Product which is not purchased new
2. Any Product which is not purchased from an authorized dealer
3. Any modification to the Product or any damage caused by such modification
4. Slight variations in color, grain, or streaking
5. Freight, labor, service, handling, or other costs or fees to remove any non-conforming Product or to install any replacement Product
6. Any damage to the Product caused by any of the following:
 - You or third parties
 - movements, settling, distortion, or collapse of the ground or support structure on which the Product is installed or improper ledger board attachment
 - accidents, fire, earthquakes, tornadoes, hurricanes, flood, lightning, natural disasters, “acts of God,” or other actions or events beyond the reasonable control of EMS
 - spills that are not cleaned in accordance with our Cleaning and Maintenance Guide
 - mildew or mold which has grown on a foreign matter not removed from the surface of the Product in accordance with our Cleaning and Maintenance Guide
 - spills of sunblock or suntan lotion, stains, paint, strong solvents, abrasive compounds of acidic or basic pH, biocides, fungicides, metallic rust (including from fasteners), insect and fungicide spray, oils, petroleum products in aerosol or liquid form, concrete or masonry products, air and water borne minerals, or fertilizers
 - any unauthorized repairs
 - improper handling (including during shipping), misuse, or physical abuse (including the use of shovels and other tools)
 - ordinary wear and tear
 - Direct or indirect contact with extreme heat (over 250 degrees Fahrenheit) from any source including reflected sunlight from low-emissivity (Low-E) glass
 - any failure to install, use, or maintain the Product in compliance with the EMS Installation Instructions and Cleaning and Maintenance Guides, all of which are available free from authorized Product retailers and online at www.Endeck.com, including any failure to follow the recommended use and installation instructions and any failure to follow the guidelines for proper cleaning and maintenance. Note. If after an initial cleaning of a Product a stain remains, please refer to our cleaning and maintenance guide for further cleaning instructions
7. Any costs or expenses related to Your loss of use of the Product or any other costs or expenses not expressly covered by this Limited Warranty
8. The Fade and Stain Resistance portions of the Limited Warranty will be voided if the Product has been painted, stained, or coated.

What steps are You required to take to obtain warranty service? To obtain service under this Limited Warranty, You must contact EMS at:

Eastern Metal Supply, Inc.
Email: endeck@easternmetal.com
Phone: 704-391-2266
Web: www.endeck.com
Mail: 2925 Stewart Creek Blvd., Charlotte, NC 28216

In order to be eligible for service under this Limited Warranty:

- You must submit your claim to Us within 30 days after You become aware of any non-conformance with our Limited Warranty and within the applicable Warranty Period; and
- You must provide to Us: (a) an original proof of purchase for the affected Product (in digital or physical form) in the form of the original sales receipt or a purchase confirmation, and (b) the name of the authorized dealer from whom You purchased the Product.

After You contact EMS, one of our customer support agents will guide You through the warranty service process. You will be asked to provide a detailed description of the claimed non-conformance with our Limited Warranty and photographs of the Product, and to undertake certain troubleshooting steps to determine whether Your claim is covered by this Limited Warranty. For certain stains, We may ask You to have the Product professionally cleaned before We process your claim. You must comply with these steps in order to be eligible for service under this Limited Warranty. At EMS' reasonable request, you must allow EMS representatives to inspect the Product where it is installed. After reviewing the information, EMS will make a determination regarding the validity of Your claim. If EMS determines that Your claim is valid, EMS will, at its election, provide one of the warranties described in the section above titled "Limited Warranty Remedy." You will be responsible for removing any non-conforming Product and installing any replacement Product, including any labor, service, shipping, and handling fees and costs. If the Product is not available for any reason, EMS may provide a replacement product of comparable quality and price. The color of a replacement Product may not match the color of the original Product exactly.

Prorated Fade and Stain Limited Warranty Schedule

If you submit a valid Fade Resistance or Stain Resistance Limited Warranty claim and We elect to provide a credit to You, the credit You will receive will be determined pursuant to the chart below:

Year of Warranty Claim (after Warranty Start Date)	Prorated Credit Amount (% of Your Original Purchase Price)
Years 1 – 10	100%
Years 11 – 13	85%
Years 14 – 16	70%
Years 17 – 19	55%
Years 20 – 22	40%
Years 23 – 25	25%
Years 26 – 30	10%

How does State law relate to this Limited Warranty?

This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State.

What are the other limitations and terms of this Limited Warranty?

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD DESCRIBED ABOVE OR, IF SHORTER, THE IMPLIED WARRANTY PERIOD UNDER APPLICABLE LAW. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, EMS DISCLAIMS ALL EXPRESS WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE PRODUCT. No dealer, sales representative, distributor, retailer, or agent shall have the authority or right to make any additional warranty.

THE REMEDIES DESCRIBED IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT YOU PAID FOR THE NON-CONFORMING PRODUCT. WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT AND REGARDLESS OF THE THEORY OF RECOVERY, ARISING FROM OR RELATING TO THE PRODUCT OR ITS USE, EVEN IF EMS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. **Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.**

EMS reserves the right to make changes to the Product from time to time without notice and will not be responsible if new or replacement products vary in color, gloss, grain, or streaking from the original Product You purchased.

You are responsible for determining the effectiveness, fitness, suitability, and safety of the Product in connection with its use in Your particular application and for compliance with all applicable safety codes and zoning regulations.

This Limited Warranty is valid in all 50 States of the United States.