



GUARDECK™
ELITE

Limited Warranty

For your protection, all Guardeck[®] Elite brand products are backed by a twenty-five (25) year or fifteen (15) year limited warranty. The warranty is for the benefit of the original purchaser only and is limited to twenty-five (25) years from the date of original purchase. If the property to which the Guardeck[®] Elite product is applied is a condominium or is owned by a party other than a resident owner, including corporations, partnerships, unincorporated associations, churches, schools, government or public entities, etc., the warranty period is fifteen (15) years. If, during this warranty period, the product is found to rot, delaminate, splinter, crack, split, check, excessively swell, or suffer structural damages from termites or fungal decay, Guardian Building Products Distribution, Inc. ("Guardian") or the original manufacturer will, at their sole and absolute discretion, (a) provide replacement product, or (b) refund a proportionate part of the purchase price prorated over 25 or 15 years (as applicable), or (c) repair the affected product. In no instance will the cost of the remedy to Guardian or the original manufacturer exceed the original purchase price of the affected product. Each purchaser of Guardeck[®] Elite is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the product. Building code regulations vary from area to area. Each Guardeck[®] Elite purchaser should consult local building and safety codes for specific requirements.

Claims

To make a warranty claim, and before any obligation under the warranty will commence, the original purchaser must: (1) Within 30 days of discovering a defect believed to be covered by this warranty, and prior to beginning a repair or alteration of the product, notify Guardian Building Products Distribution, Inc. in writing at 979 Batesville Road, Greer, SC 29651, Attn: Guardeck[®] Elite Warranty Dept., giving full particulars, including photographs and the original receipt, in support of the claim; and (2) make the product believed to be defective available for inspection by Guardian or its representatives and, if requested, ship a sample of the defective product prepaid to the above address.

Exclusions

The warranty is limited to the foregoing and does NOT apply to (1) product which was not installed in accordance with the Guardeck[®] Elite installation instructions (available at www.guardianbp.com) or in a workmanlike manner; (2) product which has been structurally altered or damaged by fire, flood, lightning, windstorm, hurricane, tornado, intentional or negligent acts, earthquakes or other acts of God; (3) product which has been put in unusual service or used for purposes for which it was not designed; (4) normal and expected weathering of the surface, or any fading, peeling, discoloring or other defects of finishes applied by parties other than the original manufacturer; (5) the cost of labor, materials or expenses incidental to the repair, removal, installation or replacement of the warranted product; (6) product which has not been stored in accordance with Guardeck[®] Elite storage instructions (available at www.guardianbp.com), (7) product which has been damaged during shipment, storage, handling, or installation; (8) any personal injuries or damage to property resulting from the installation, use or failure of the product, or (9) mold or mildew growth, extractive bleeding, water rings, food, organic, pet or paint stains, or (10) variations or changes in color.

Disclaimer

Any warranties implied by law are limited to the duration of this limited warranty. Except for the limited warranty stated here, there are no express or implied warranties of any kind and no warranties of merchantability or fitness for particular purpose, and no warranty shall be implied by operation of law or otherwise. In no event shall Guardian or the original manufacturer be liable for indirect, special, incidental, or consequential damages of any kind. Some states do not allow limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.