

Guardeck™ Prestige Lifetime Residential Limited Warranty

What is Warranted and for How Long

Guardian Building Products Distribution, Inc. ("Guardian") warrants that our Guardeck™ Prestige decking product ("Guardeck Prestige" or "Product") will not (i) rot, split, splinter, delaminate or suffer structural damage from fungal decay or termites, or (ii) fade in color caused by weathering and light (UV) exposure as measured by color change of more than five (5) Delta E (CIE) units for a lifetime. The word "lifetime" means as long as the original end-user customer, defined below, (or second end-user as permitted below) owns the property where the Product was installed. Liability under this warranty is limited, at Guardian's exclusive option, to (i) Guardian replacing defective Product at the place of original delivery by Guardian (or, at our sole option, at the installation location), or (ii) a refund of the original purchase price for such defective product (excluding labor), or (iii) correction of the defect, all subject to the following paragraph.

The amount of any purchase price refund or replacement product amount will be reduced pro rata over the first twenty-five years of the warranty period; provided that the amount shall never fall below ten percent of the original purchase price. In those instances in which Guardian determines that only a portion of the Product manifests a defect, Guardian reserves the right to limit any replacement or refund to the portion of the Product that manifests the defect. In no instance will the cost of the remedy to Guardian exceed the original purchase price of the affected Product. Labor charges or other costs incurred with removal or installation of either the original or replacement products, including materials other than the replacement product, are not covered by this Limited Warranty. Replacement products will be warranted only for the remainder of the original term of this Limited Warranty.

Who is Covered

Except where prohibited by state law, this Limited Warranty extends only to the original end-user Guardeck Prestige customer. "Original end-user customer" means the original consumer residential purchaser who installs the Product on the purchaser's property, or one who contracts through a remodeler or contractor for the original purchase and installation of the Product for his/her property, or the first buyer of a property that contains the Product as a new installation.

Transferability

This Limited Warranty may be transferred one (1) time during the initial five (5) year period, to a subsequent buyer of the property upon which the Product was originally installed.

How to make a claim

In the event you believe that Product fails to conform to this warranty, you must notify Guardian in writing at:

Guardian Building Products
979 Batesville Road
Greer, SC 29651
Attention: Guardeck Claims Department.

Such notice must be made within sixty (60) days of the date the claimed defect was first discovered or reasonably could have been discovered. Notice must include a general description of the alleged defect, a picture of the defective Product, as well as proof of the date of purchase and the name of the retailer or contractor from whom the Guardeck Prestige was purchased. Guardian may also require proof of property ownership. Guardian will then review the claimed defect within a reasonable period of time. If Guardian's review of the claim does disclose a defect covered by this warranty, Guardian will perform its obligations under this warranty. Guardian reserves the right to inspect any Product that is alleged to be defective prior to its removal from the installed location, and the owner must provide Guardian with reasonable access for such inspection, or Guardian's obligations under this Limited Warranty shall terminate. Guardian will not be liable for any actions or expenditures incurred prior to written acknowledgement of Guardian responsibility under this warranty.

Limitations

Guardeck Prestige is designed to resist fading and staining, however this Limited Warranty does not warrant or imply that Guardeck Prestige is fade or stain proof nor does it state that the Guardeck Prestige is not subject to ordinary wear and tear. Mold, mildew and fungi are naturally occurring in the environment and can grow, settle and appear on any outdoor surface, including Guardeck Prestige. Periodic cleaning of this product to remove dirt, leaves, etc. that may contribute to staining, or mold, mildew and fungal growth is required to maintain appearance. Like any other product, Guardeck Prestige is subject to greater wear in high traffic areas and under harsh conditions. In addition to prompt cleaning of spills or mold/mildew, Guardeck Prestige should be cleaned at least twice a year with soap, water and a stiff nylon brush to remove dirt. More detailed Cleaning instructions are available at www.guardeck.com.

This Limited Warranty is limited to the specific items set forth under "What is Warranted" above and does NOT apply to:

1. Product stored, installed, or otherwise handled contrary to Guardian's Handling and Installation Guide or other written instructions, available at www.guarddeck.com, or any use not permitted by applicable building codes.
2. Surface wear and scratches, mold or mildew growth, variations or changes in color in the Product (except as specifically set forth in this Limited Warranty), or staining of the Product.
3. Movement, distortion, collapse or settling of the ground or structure in which the Product is installed.
4. Product damaged or a failure caused by modifications to the Product not made by Guardian, impact from foreign objects, lightning, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.
5. Any failure or damage caused by accessories (such as fasteners) affecting the Product not supplied or approved by Guardian.
6. Product deliberately damaged or damaged by abuse, vandalism, improper use or any use other than normal and proper use.
7. Costs and expenses incurred with respect to the removal of affected Product or the installation of replacement materials, including but not limited to labor and freight.
8. Any railing components installed together with Guarddeck Prestige.
9. Any non-residential use of Guarddeck Prestige.
10. Any other cause not involving manufacturing defects in the Product.

The Fading Limited Warranty shall also NOT apply to the following:

- (i) Damage to the surface of the Product resulting from foreign objects such as shovels used to chip ice;
- (ii) The application of paints, stains or other permanent chemical applicants;
- (iii) The effects of any exposure of Guarddeck Prestige directly or indirectly to extreme heat or objects whose temperatures exceed 190°F such as grill briquettes, cigar ashes etc...;
- (iv) Product not cleaned as set forth above;
- (v) Exposure to abrasive compounds of acidic or basic pH, stains, paints, solvents, metallic oxidation or rust, non-food or non-beverage substances; and
- (vi) Fading occurring on the underside or the ends of the Product.

Each purchaser of the Products 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 purchaser should consult local building and safety codes for specific requirements.

Guardian reserves the right to discontinue or modify any of its products, including the color, without notice. Guardian shall not be liable in the event any replacement Product may vary in color or gloss in comparison to the original Product as a result of weathering or a change in the color or gloss of the original Product. If Guardian replaces any Product under this warranty, it may substitute Product designated by Guardian to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

GUARDIAN'S LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS LIMITED WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. ANY WARRANTIES IMPLIED BY LAW ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY. IN NO EVENT SHALL GUARDIAN BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON EVEN IF SUCH DAMAGES ARE FORESEEABLE AND EVEN IF GUARDIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No variation or change in this Limited Warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian.

This Limited Warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state. Some states do not allow limitations on implied warranties, limitations on how long an implied warranty lasts, limitations on transferability, and/or the limitation or exclusion of incidental and consequential damages, so the above limitations may not apply to you.

This warranty shall only be applicable and enforceable in the United States of America and Canada.



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