

## Lifetime Limited Warranty

Congratulations! As a DuxxBak Composite Decking owner, you have made a wise investment and you are protected by our Lifetime Limited Warranty, which provides coverage against:

- Manufacturing Defects
- Splintering, Splitting, and Delaminating
- Termite Damage
- Rot, Mildew, Fungal Decay, and Mold Damage
- Significant Color Fade

DuxxBak<sup>®</sup> Composite Decking (hereinafter "Manufacturer") warrants that its I.Dekk, I.Dekk HD, DuxxBak Dekk, Optima Dekk, Optima Dekk LT, CommercialDekk, and DekkRail (hereinafter "Covered DCD Products")<sup>1</sup> are manufactured from recovered cellulose (BioDac<sup>®</sup> and rice hulls) and high density polyethylene, are free of manufacturer's defects, will not splinter, split, or delaminate, suffer structural damage from termites, rot, mildew, fungal decay, or mold when properly installed and maintained.

Covered DCD Products are designed to resist the effects of exposure to the sun and environmental elements and will provide many years of excellent service.<sup>2</sup> However, like all materials, Covered DCD Products will be subject to some color change when exposed to the sun's ultraviolet rays.<sup>3</sup> Significant color fade is hereby defined as a change in color that is greater than five Delta E (CIE L\*a\*B\*) units as defined by ASTM D2244 for ArmorCap Finish colors. Significant color fade for I.Dekk, I.Dekk HD, DuxxBak Dekk, Commercial Dekk, and DekkRail Traction Surface colors is defined as color change that continues beyond the first six months of initial exposure to the sun's ultraviolet rays.<sup>4</sup> It will be the responsibility of the owner to provide the original invoice and documented proof of the degree of color change.

MANUFACTURER'S LIABILITY UNDER THIS WARRANTY IS LIMITED SOLELY TO REPLACEMENT OF DEFECTIVE Covered DCD Products, OR REFUND AT THE MANUFACTURER'S DISCRETION, WITH THE FIRST 10 YEARS BEING NON-PRORATED AND THE FOLLOWING 15 YEARS BEING CALCULATED ON A STRAIGHT-LINE DEPRECIATING BASIS. AFTER THE 25<sup>TH</sup> YEAR, WARRANTY WILL CONTINUE AT THE RATE THAT APPLIES TO THE 25<sup>TH</sup> YEAR. Purchaser's sole and exclusive remedy for any claim whatsoever, whether in contract, warranty, tort or strict liability, arising out of the use, storage or possession of the manufacturer's products, including without limitation any claim that the manufacturer's products failed to perform as warranted, shall be as stated in the first sentence of this paragraph. To enter a warranty claim, the original owner must submit its claim together with this warranty certificate, the original purchase invoice indicating the date of purchase, pictures of the defective products, and a detailed written description to **DuxxBak Composite Decking, LLC. 1518 South Broadway, Green Bay, WI 54304.** This Lifetime Limited Warranty applies only to covered DCD Products purchased on or after March, 2021.<sup>5</sup> In those states where a Lifetime Limited Warranty is defined as something less than "lifetime" this warranty becomes a 25 Year Limited Warranty.<sup>5</sup>

THE WARRANTY SHALL NOT APPLY TO COVERED DCD PRODUCTS THAT HAVE NOT BEEN INSTALLED IN ACCORDANCE WITH MANUFACTURER'S AND PFS-TECO GUIDELINES (RESEARCH REPORTS: RR-0118, RR-0120, or RR-0125 DATED JANUARY 1, 2019 or later). **"Installation Instructions" can be found at <u>www.DuxxBakDecking.com</u>. This warranty shall not cover defects due to (i) natural disasters, including fire, smoke, water, earthquake, lightning or static electricity; (ii) causes external to the <b>Covered DCD Products** such as, but not limited to, weather; (iii) the neglect, abuse, misuse (including faulty installation, repair or maintenance by other than Manufacturer), improper storage of the **Covered DCD Products** or other failure to comply with the instructions set forth in the "Installation and Care" section of <u>www.DuxxBakDecking.com</u> or in documentation that may be provided with the **Covered DCD Products**; (iv) a modification of the **Covered DCD Products** not provided by the Manufacturer; (v) a malfunction of any product not provided by Manufacturer with which the covered product is used or combined; (vii) use, modification or other treatment of the **Covered DCD Products** in a manner for which it was not designed or intended; (vii) defects in articles purchased by Manufacturer and resold by it without alteration and effects in materials purchased by Manufacturer which cannot be discovered by warranty factory inspection; (viii) placement under or subjection to abnormal use conditions; (ix) normal wear and tear; or (x) expansion and contraction. This warranty does not cover product defects on installed decks that were apparent at or prior to installation.

MANUFACTURER'S WARRANTY SHALL APPLY ONLY TO COVERED DCD PRODUCTS. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR LABOR OR OTHER EXPENSES INCURRED BY THE PURCHASER, OR SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. MANUFACTURER'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLY OF THE COVERED DCD PRODUCTS OR THEIR USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY THE PURCHASER FOR THE COVERED DCD PRODUCTS.<sup>7</sup>

## Lifetime Limited Warranty-cont'd

Purchaser acknowledges that the **Covered DCD Products** are not structural lumber and therefore may not be used as such. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY FOR USE OR APPLICATION OF ANY **Covered DCD Products**, OR WHETHER **Covered DCD Products** MEET REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS. <sup>8</sup>

This warranty shall not be amended or altered except in written instrument signed by Manufacturer and Purchaser.<sup>6</sup>

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO **Covered DCD Products**, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE OR NON-INFRINGEMENT: Laws from time to time in force in certain jurisdictions may imply warranties that cannot be excluded or can only be excluded to limited extent. This warranty shall be read and construed subject to any such statutory provisions. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.<sup>9</sup>

TRANSFER OF WARRANTY: A one-time transfer of this warranty may be made within the first five (5) years from the date on which the original deck was installed. The original owner is required to register the warranty of the decking material at www.DuxxBakDecking.com/warranty/. Upon receipt of the warranty registration, **DuxxBak Composite Decking** will provide the home owner with a warranty registration certificate which includes the "Transfer of Warranty" registration and documentation. That transfer of warranty must be registered with a submittal of a copy of the ownership transfer document to **DuxxBak Composite Decking**, LLC, 1518 South Broadway, Green Bay WI 54304.<sup>10</sup>



October 1st, 2020—2020WA1.7 March 21st, 2020—2021WA1.8 List of Revisions

DuxxBak Composite Decking is a division of Green Bay Decking, LLC