

# GRINWOOD

EVERYTHING WE DO IS FOR A BETTER FUTURE

## FACTORY BACKED WARRANTY

### GRINWOOD FACTORY BACKED WARRANTY (WOOD PLASTIC COMPOSITE)

#### Composite Decking

- 15-Year Limited Residential Warranty
- 10-Year Limited Commercial Warranty

Statement of Warranty: Grinwood WPC Material Co., Ltd. warrants to the original purchaser ("Purchaser") that, for the period of times set forth in the following sentence, under normal use and service conditions, Grinwood product shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites. The term of such warranty shall be fifteen (15) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application.

#### STAIN RESISTANCE AND FADE RESISTANCE:

Grinwood does not warrant its wood plastic composite products to be stain or fade proof. When installed, cared for and maintained properly, Grinwood products are not easy to fade and stain. However, no material is stain or fade proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.

For purposes of this warranty, a "Residential Purchase" shall refer to a single-family residential homeowner and a "Commercial Purchaser" shall refer to any Purchaser other than a single-family residential family.

All warranties are subject to the exclusions, limitations and restrictions set forth below.

#### OBTAINING WARRANTY PERFORMANCE:

If Purchaser discovers a defect in the Grinwood decking/wall cladding, etc. during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but no later than the end of the Term, notify Grinwood in writing.

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Grinwood may request additional information.

After reviewing all information, Grinwood will make a determination regarding the validity of such claim. If Grinwood determines that Purchaser's claim is valid, Grinwood will replace the defective Grinwood decking/wall cladding, etc. in next orders. Grinwood's replacement obligation allows Grinwood to provide products as close in color, design and quality to the original installation as reasonably possible, in Grinwood's discretion and determination. In Grinwood's sole and absolute discretion, Grinwood, may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

## PRORATED LIMITED WARRANTY SCHEDULE

Recovery	10 Year Commercial	15 Year Residential
	Year of Claim	Year of Claim
100%	0-5 years	0-7 years
80%	6 years	8-9 years
60%	7 years	10-11 years
40%	8 years	12-13 years
20%	9 years	14 years
10%	10 years	15 years

This warranty shall not cover, and Grinwood shall not be responsible for, costs and expenses incurred with respect to the removal of the defective Grinwood decking or the installation of replacement material, including but not limited to, labour and freight.

The forgoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

### **TRANSFER OF WARRANTY:**

This warranty may be transferred one (1) time, within the three (3) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Grinwood decking/wall cladding, etc were originally installed.

### **EXCLUSIONS FROM WARRANTY COVERAGE:**

Grinwood does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damage attributable to:

- (1) improper installation of the Grinwood decking/wall cladding, etc. and/or failure to abide by Grinwood's installation guidelines, including but not limited to improper gapping.
- (2) use of the Grinwood decking/wall cladding beyond normal residential use, or in an application not recommended by Grinwood's guidelines and local building codes.
- (3) movement, distortion, collapse or setting of the ground or the supporting structure on which the Grinwood decking/wall cladding, etc. are installed.
- (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mould, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.).
- (5) variations or changes in color of the Grinwood decking/wall cladding, etc..
- (6) normal weather due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, flake, chalk, or accumulate dirt or stains.
- (7) improper handling, storage, abuse or neglect of the Grinwood decking/wall cladding, etc. by purchaser, the transferee or third parties. Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Grinwood decking/ wall cladding, etc. in connection with their use in any particular application.

## **LIMITATIONS:**

### **DISCLAIMER OF WARRANTIES:**

Except for the express written warranty contained herein, Grinwood makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and exclude from this transaction.

### **LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:**

Grinwood's liabilities are limited solely and exclusively to the obligations specifically undertaken herein, and under no circumstances will Grinwood be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of mandatory application. Grinwood's liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as described above.

### **MISCELLANEOUS:**

This writing is understood and intended to be final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreement or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instruction signed by Grinwood and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Grinwood shall not be bound by any such statements other than those contained in this warranty. This warranty is effective for Purchaser made on or after October 22, 2011.