



Premium Fence Limited Warranty

Eco Deck Canada Ltd ("Eco Deck[™]") warrants to the original purchaser ("Purchaser") that, for the period of twenty-five (25) 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, PLEASE READ THIS PRODUCT WARRANTY CAREFUL, IT'S IMPORTANT THAT ALL CUSTOMERS MUST COMPLY TO THE CORRECT INSTALLATION AND MAINTENANCE OF THIS PRODUCT PLEASE PAY CLOSE ATTENTION TO THE FOLLOWING HEADINGS REGISTRATIONS, WARRANTY CLAIM (TABLE), EXCLUSIONS, COLOUR & STAIN LIMITATIONS.

Registration of Your Product Warranty:

You must register your product with us within 45 days of purchase; otherwise, you cannot claim this product warranty in the future. You can register via email at <u>sales@ecodeckcanada.com</u>. The Purchaser must send at least three images of the complete installation using different angles and your full name and order reference number.

Please ensure you have left the correct expansion spaces, gradient (slope) for drainage, and correct joist centres in accordance with the Eco Deck[™] Installation Guide to ensure you do not validate your warranty with Eco Deck[™].

Product Warranty

We warrant under normal use and service conditions that Eco Deck[™] Premium Fence product shall be free from material defects in workmanship and materials and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. If a Purchaser discovers a defect in the Premium Fence product within the warranty period, the Purchaser shall notify in writing to the following email address: sales@ecodeckcanada.com

Warranty Claim

Eco Deck Canada Ltd reserves the right to request additional information concerning the warranty claim. If Eco Deck[™] determines the Purchaser's claim is valid upon confirmation by an authorized Eco Deck[™] representative of the defect, Eco Deck Canada Ltd's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item, as set out below (not including the cost of its initial installation or delivery). This warranty shall not cover, and Eco Deck[™] shall not be responsible for costs and expenses incurred with respect to the removal of defective Premium Fence products or the installation of replacement materials, including but not limited to labour and delivery. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

Eco Deck[™] in no circumstances shall be liable under this product warranty that exceeds the replacement value of the defective product, and our full and entire liability is set out in the table below for any failure or defects to this product. Eco Deck[™] will not accept any legal responsibility that we cannot exclude in law (such as death or personal injury). We are not legally responsible for (1) Personal

injuries of any kind, (2) business or personal losses, (3) personal damages or business damages of any kind, or (4) losses to non-customers.

For purposes of this warranty, a 'residential application' shall refer to an installation of the Premium Fence product on an individual residence, and a 'commercial application' shall refer to any installation of the Premium Fence product other than on an individual residence. If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser's recovery will be prorated as indicated below. If Eco Deck[™] is providing replacement materials, it may elect to replace the percentage listed below of Premium Fence products; if Eco Deck[™] is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of the Premium Fence products.

Residential Applications		Commercial Applications
Time After Original Purchase	Percentage Replacement	Time After Original Purchase
1 Year	100%	1 Year
2 Years	60%	2 Years
3-4 Years	40%	
5-10 Years	30%	3-5 Years
10-25 Years	10%	5-10 Years

Warranty transfer

For residential applications, this warranty may be transferred one (1) time, within the three (3) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Premium Fence products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Premium Fence products were originally installed.

Exclusions

Eco Deck[™] does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to:

- 1. Improper installation of Eco Deck[™] products and failure to abide by Eco Deck's installation guidelines, including but not limited to improper gapping.
- Use of Eco Deck[™] products beyond regular use and service conditions or in an application not recommended by Eco Deck[™] guidelines or local building codes.
- 3. Movement, distortion, collapse or settling of the ground or the supporting structure on which Premium Fence products are installed.
- 4. Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mould, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any coloured surface to fade, chalk, or accumulate dirt or stains gradually).
- 5. Variations or changes in the colour of Premium Fence products.
- 6. Improper handling, storage, abuse or neglect of Preimium Fence products by the Purchaser, the transferee or third parties.
- 7. Any products that have not been paid in full.
- 8. Ordinary wear and tear.

Low Maintenance

All products must be taken care of and regularly cleaned to ensure a long life span. You must keep up regular cleaning with hot, soapy water, a soft-bristle brush, or a power washer (max. 1500psi pressure). You should ensure to spray in the direction of the grain of the fence boards and use a fan tip nozzle (min. 6 inches from the surface) along with the proper cleaning product. Or this can create future product issues & defects. Regular cleaning is defined as once every month. NOTE: This needs to be increased in the spring and autumn periods to clear dirt and debris.