

This warranty is effective for purchases made on or after July 1, 2021.

This Limited Warranty is the only warranty (whether written or oral, express, or implied) Strongwell makes for STRONGDEK[™]; it is subject to all terms and conditions stated herein and no one (including, but not limited to, a Strongwell dealer, installer, reseller, agent, or employee) is authorized to modify, expand, or add to this limited warranty. STRONGWELL MAKES NO OTHER WARRANTIES AND THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICLAR PURPOSE.

This Limited Warranty shall not apply to any materials which have been subject to accident, improper handling, improper installation, improper maintenance, repair, or alteration, or used in any way contrary to good standards of practice in the building industry, or used in any way contrary to Strongwell's installation and maintenance guide.

Strongwell reserves the right to discontinue, modify, or otherwise alter any of its products, including color, without prior notice. Strongwell does not guarantee exact color or texture match as colors and designs may change.

STRONGDEK[™] is only to be used as a walking surface in accordance with provided installation and maintenance information. A complete installation and maintenance guide is available at <u>www.strongdek.com</u>. Any other use is not warranted by Strongwell. Local Code Authority should be consulted before installation of structures with specific load-bearing capacities and for other zoning code requirements.

Strongwell warranties that STRONGDEK[™] will not check, splinter, delaminate, peel, flake, corrode, rot, sag, warp, twist, or suffer structural damage from fungal decay or insects where it is installed, used, and maintained in conformance with Strongwell's written instructions and guidelines.

The term of warranty for STRONGDEK[™] is (i) lifetime for residential applications; and (ii) 25 years from date of original purchase in commercial applications. In addition, this warranty is fully transferrable for both residential and commercial applications. As used in this warranty, the term "residential" is defined as installation attached or adjacent to a standalone, single-family dwelling. Any other STRONGDEK[™] installation is considered a commercial application.

The sole and exclusive remedy for any breach of this Limited Warranty is the replacement of STRONGDEK[™] Products sold by Strongwell to the Purchaser. **STRONGWELL WILL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIMS, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, GENERAL OR SPECIAL DAMAGES**



AND/OR COSTS REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT OR OTHERWISE.

To file a warranty claim, the Purchaser must, within 30 days of discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Strongwell using the online warranty claim form process available at www.strongdek.com/warranty.

Purchaser must include in this notification proof of purchase and a statement explaining the claimed defect. Strongwell may request additional information in order to verify the claim. It is a further condition of this Warranty that the Strongwell will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect.

Strongwell, at its sole discretion, will make a determination regarding the validity of such claim.

Strongwell reserves the right to require, as a condition to recognizing any claim under its Limited Warranty, Purchaser's return of any/all material, transportation charges prepaid by Purchaser, to Strongwell's manufacturing plant for inspection and/or repair by Strongwell.

This Limited Warranty does not cover and Strongwell shall not be liable for any installation, removal, or reinstallation costs. Strongwell does not warranty against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to:

- failure to abide by any applicable law or building codes
- improper handling, storage, abuse, neglect, or installation of STRONGDEK™ Products by Purchaser or third parties
- use of STRONGDEK[™] products beyond normal use or in application not recommended or permitted by STRONGDEK[™]'s written guidelines; and applicable laws and building codes
- movement, distortion, collapse or setting for the ground or the supporting structure on which STRONGDEK[™] building products are installed
- defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair
- any act of God including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.
- discoloration, fading, spotting, or staining from or cause, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners and suntan lotion), or normal



ULTRA HIGH PERFORMANCE STRUCTURAL COMPOSITE DECKING SYSTEM

weathering (defined as natural efflorescence, exposure to sunlight, weather, and atmospheric conditions which cause any colored surface to gradually, fade, flake, chalk, or accumulate dirt or stains)

- damages resulting from casualty, fire, or exposure to heat sources such as cooking devices or retro-reflective surfaces, fire pits, foil sheathing, low e-glass windows/doors, etc.
- the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides note recommended in writing by Strongwell
- fading, flaking, or other deterioration of any paints, stains or other coatings placed on the STRONGDEK[™] Products
- climate change, environmental conditions, static electricity, or any cause beyond the control of Strongwell
- variations or changes in color of STRONGDEK™ Products
- improper handling, maintenance, storage, abuse, or neglect of STRONGDEK™ Products by Purchaser or others
- ordinary wear and tear
- impact from objects
- surface damage (including but not limited to metal shovels, sharp edged tools, patio furniture, dragging, etc.)
- vandalism, intentional damage, riot, or insurrection

The laws of the Commonwealth of Virginia shall govern any and all claims under this Limited Warranty including its limitations, interpretation or breach. Purchaser irrevocably submits and agrees to the jurisdiction of the Circuit Court of the City of Bristol, Virginia or if a federal case, the United States District Court, Western District of Virginia, Abingdon Division, in the event of any suit brought to construe or enforce the terms and conditions of this Limited Warranty.

No person or entity is authorized by Strongwell to make and Strongwell shall not be bound by any statement or representation as to the quality or performance of Product other than as contained in this Limited Warranty. This Limited Warranty may not be altered or amended except in a written instrument signed by Strongwell and Purchaser.

Each provision hereof shall be severable, and in the event any provision hereof is held by a court of competent jurisdiction to be contrary to law, invalid, or unenforceable, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.