

VINYL DECKING

DekSmart Vinyl Decking Warranty

DekSmart Products Ltd. warrants all products distributed by them to be free of defects for a period as listed below from the original date of purchase, evidenced by proof of purchase.

This pro-rated limited warranty extends to the original purchaser only and is non-transferrable. This warranty specifically excludes damage caused by negligence, alteration, accident, improper installation, abuse, misuse, vandalism and acts of God. Inspection will take place at the Owners home or at the factory, at the distributor's discretion.

A recognized installer must install DekSmart Products using materials purchased from DekSmart Products Ltd., including glues. The product must be installed onto new, unsealed plywood or new, unsealed concrete.

Waterproofing

If during the warranty period, said product should fail to perform the waterproofing function for which it was intended, DekSmart Products Ltd. will repair, or replace with the same (or similar) colour and grade of vinyl (see 'avoidance of doubt' section).

Waterproofing membranes often require a sealant (caulking) in certain areas. These sealants require an annual inspection and maintenance as required. The distributor shall not be responsible for damages arising from any sealant areas. Waterproofing membranes also require regular cleaning and maintenance - please refer to DekSmart Vinyl Cleaning Instructions.

Appearance

If during the warranty period said product demonstrates excessive blotchiness, or other aesthetic shortcomings over and above what would be considered as natural aging, DekSmart Products Ltd. will repair, or replace said product with the same (or similar) colour and grade of vinyl (see 'avoidance of doubt section').

Avoidance of Doubt

For the avoidance of doubt, DekSmart's responsibilities under this Warranty are as follows:

- a) If the problem occurs and is reported in writing to DekSmart Products within two (2) years of the installation date, the affected portion of the membrane (at DekSmart Products Ltd. discretion) will be replaced at DekSmart Products Ltd. expense.
- b) If the problem occurs and is reported in writing to DekSmart Products Ltd. after two (2) years and within five (5) or fifteen (15) years (as applicable) of the installation date, DekSmart Products Ltd. shall provide materials only for replacement and the customer will be responsible for the installation labour.

	<u>Waterproofing</u>	<u>Appearance</u>
DekSmart 'Excel' Vinyl Decking:	5 years	5 years
DekSmart 'Ultra RoofDek' Vinyl Decking:	15 years	5 years
DekSmart 'Smoothback' Vinyl Decking:	15 years	5 years

The installer is an independent contractor and not an agent of DekSmart Products Ltd. DekSmart Products Ltd. warrants only the vinyl itself. In the event of an installation related warranty issue, all required repairs are to be facilitated by the installer or installation company. This would include, but not limited to, the seaming and sealing of the product and use of the appropriate thickness of vinyl for specific applications.

All claims under this warranty must be in writing and directed to DekSmart Products Ltd., 380 Cherry Avenue, Penticton, B.C. V2A 3L7. Claims must include name, address, telephone number, and a brief description of the problem. A photograph of the defect should also be included. No agent, dealer, salesman or other person is authorized to change or modify this warranty and such changes will not be recognized by the distributor. This warranty herein sets forth the entire liability of and the exclusive remedy against the distributor. It shall not be liable for any other charges or incidental or consequential costs or damages incurred by the purchaser by reason of the occurrence of defects against which this warranty is made. This warranty hereby made is intended to be in lieu of any and all warranties expressed or implied or the merchantability or otherwise and no other warranties are made or implied.

NU-VUE EXTERIORS LTD.	
Installation Company: _____	
Company's Address/Telephone: <u>#7-1121 12th St, Kamloops BC V2B 8A7 / 250-376-1632</u>	
Date of Installation: <u>Oct 26, 2014</u>	Product Installed: <u>Ultra "Prestige Brown" 68 mil.</u>
Home Owner's Name: <u>Village Walk Sun Peaks</u>	
Home Owner's Address/Telephone No.: <u>3280 Village Way, Sun Peaks BC V0E 5N0</u>	
Signature - Company Rep.: <u>[Signature]</u>	Date: <u>Nov 15, 2014</u>

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with DekSmart Vinyl Products -

