

Composite Interlocking Deck Tiles Warranty

LIMITED WARRANTY

This warranty is given to the original purchaser ("Purchaser") of Century Outdoor Living Composite Interlocking Deck Tiles. Century Outdoor Living warrants to Purchaser that for twentyfive (25) years (Residential) or ten (10) years (Commercial) from the date of original purchase, under normal use and service conditions, Century Outdoor Living Composite Interlocking Deck Tiles will be free from material defects in workmanship and materials, and will not split, splinter, rot, or suffer structural damage from termites or fungal decay.

For the purposes of this warranty, "residential" shall refer to an installation of Century Outdoor Living Products on an individual residence and "commercial" shall refer to any installation of Century Outdoor Living Composite Interlocking Deck Tiles other on an individual residence.

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

Notification

It is a condition of this warranty that if Purchaser discovers a defect in Century Outdoor Living Composite Interlocking Deck Tiles during the warranty term, Purchaser must notify Century Outdoor Living in writing within thirty (30) days after discovering the claimed defect, but no later than the end of the warranty term, and prior to beginning any repair or alteration to Century Outdoor Living Composite Interlocking Deck Tiles. Written notification must be sent to:

9600 Dice Lane
Lenexa, Kansas 66215

Purchaser must include in this notification (1) proof of purchase, (2) a statement explaining the defect, (3) installer information, and (4) pictures of the defect. Century Outdoor Living may request additional information. After reviewing all information, Century Outdoor Living will make a determination regarding the validity of such claim. If Century Outdoor Living determines that Purchaser's claim is valid, Century Outdoor Living will, at its option, either replace the defective Century Outdoor Living Composite Interlocking Deck Tiles or refund the portion of the purchase price paid by Purchaser for such defective Century Outdoor Living Composite Interlocking Deck Tiles (not including the cost of its initial installation).

If a residential Purchaser makes a valid warranty claim hereunder during years eleven (11) through twentyfive (25) after the original purchase, then the residential Purchaser's recovery will be prorated as indicated below. If Century Outdoor Living is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim; if Century Outdoor Living is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

<u>Year of Claim</u>	<u>Recovery</u>
1	80%
2 - 3	60%
4 - 10	40%
11 - 15	20%
16 - 25	10%

This warranty shall not cover, and Century Outdoor Living shall not be responsible for, costs and expenses incurred with

respect to the removal of the defective Century Outdoor Living Products or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

Exclusions from Warranty

Century Outdoor Living 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 the Century Outdoor Living Products and/or failure to abide by Century Outdoor Living Products installation guidelines, including but not limited to improper gapping or painting; (2) use of Century Outdoor Living Products beyond normal use, or in an application not recommended by the Century Outdoor Living Products installation guidelines and local building codes, including but not limited to installation with/over underlayments or roofing materials; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Century Outdoor Living Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, pool water, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of Century Outdoor Living Products; (6) normal weathering 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 Century Outdoor Living Products by Purchaser or third parties, including but not limited to exposure to chemicals such as bleach; (8) any fasteners not supplied by Century Outdoor Living; or (9) ordinary wear and tear. (10) items in contact with the tiles may obstruct the product's ability to expand and contract as predicted by general installation guidelines.

Limitations

This warranty is nontransferable and non-assignable. No person or entity is authorized by Century Outdoor Living to make and Century Outdoor Living shall not be bound by any statement or representation as to the quality or performance of Century Outdoor Living Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Century Outdoor Living or Purchaser.

CENTURY OUTDOOR LIVING'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL CENTURY OUTDOOR LIVING 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. CENTURY OUTDOOR LIVING'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.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.