

# FIBERON COMMERCIAL STAIN AND FADE PERFORMANCE LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR FIBERON PRODUCT. THIS WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF FIBERON.

## 1. LIMITED WARRANTY COVERAGE.

Fiber Composites LLC, individually and doing business as Fiberon ("Fiberon"), warrants the stain and fade resistance of the following products manufactured by Fiberon ("Fiberon Product"), to the original purchaser ("Purchaser", "you" or "your") for the warranty period set forth below under normal and proper service conditions, when properly installed, cared for and maintained in accordance with the Fiberon written instructions. For purposes of this Limited Warranty, (a) the "original purchaser" means the individual or individuals who owned or leased the structure when the deck constructed of the subject Fiberon Products was installed, and (b) a "commercial application" is an installation of the Fiberon Product on a commercial building. The "original purchaser" does not include any subsequent purchaser or leasers of the structure, and this warranty is non-transferrable.

**10 Year Coverage**: Fiberon Promenade Decking, Fiberon Paramount<sup>®</sup> Decking, Fiberon<sup>®</sup> Concordia<sup>™</sup> Horizon<sup>®</sup> Decking, Fiberon Concordia<sup>TM</sup> Symmetry<sup>®</sup> Decking, Fiberon Sanctuary<sup>®</sup> Decking, Fiberon Good Life Escapes Decking, Fiberon Good Life Weekender Decking, Fiberon ProTect Advantage® Decking, Fiberon ArmorGuard® Decking, Fiberon Xtreme Advantage Decking

Stain Resistance: Fiberon warrants that the Fiberon Products named above are and will be from the date of purchase for the term coverage stated above, resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a commercial deck, provided that the Fiberon Products were installed, cared for and maintained in accordance with the Fiberon written instructions, the Fiberon Care and Maintenance Instructions found on www.fiberondecking.com and the conditions stated above.

Fade Resistance: Fiberon warrants that the Fiberon Products are and will be, from the date of purchase for the term coverage stated above, resistant to color change from light and weathering exposure as measured by color change in excess of 5 Delta E (Hunter) units provided that the Fiberon products were installed, cared for and maintained in accordance with the Fiberon written instructions and the Fiberon Care and Maintenance instructions found on www.fiberondecking.com and the conditions stated below.

Exclusions from/Voiding Stain and Fade Warranty Coverage: Fiberon does not warrant its Fiberon Products to be stain or fade proof. When installed, cared for and maintained properly in the commercial exterior deck environment, Fiberon Decking products provide stain and fade resistance. 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.

Without limitation on any other provision of this Limited Warranty, Fiberon does not warrant for stain resistance resulting from spilled or otherwise applied substances that are not properly cleaned immediately in accordance with the Fiberon Care and Maintenance instructions found at https://www.fiberondecking.com/resources/maintenance-care.

All warranties are void and excluded in their entirety in any of the following events:

- Failure to install, care for and maintain the Fiberon Products in accordance with the Fiberon written instructions, and the Fiberon Care and Maintenance instructions found on www.fiberondecking.com and the conditions stated below voids all warranties in their entirety.
- Use of abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items will damage the Fiberon Products and voids all warranties in their entirety.
- Direct or indirect contact with the Fiberon Products of extreme heat sources (over 250 degrees) voids all warranties in their entirety.
- Damaging, gouging, scraping or puncturing the surface of the Fiberon Products voids all warranties in their entirety.
- Paint or applying other coating materials to Fiberon Products voids all warranties in their entirely.

Compliance with the Fiberon Care and Maintenance Instructions is required and a condition precedent to any warranty or warranty claim. Without limitation on any other provision of this Limited Warranty to qualify for coverage, you must have

tried cleaning the affected area of your deck using the instructions indicated within this document and within the Care and Maintenance Instructions provided online at www.fiberondecking.com. If the affected area still remains unsatisfactory after you have tried these cleaning procedures, then you must have the affected area of your deck professionally cleaned at your expense. If the affected area remains unsatisfactory after the professional cleaning, you must contact Fiberon Consumer and Technical Support (800-573-8841) and provide proof of the professional cleaning within 30 days of the professional cleaning.

The limited warranty set forth in this Limited Warranty is the only warranty (whether written or oral, express or implied) Fiberon makes for your Fiberon Decking Product; it is subject to all terms and conditions stated herein and no one (including but not limited to a Fiberon dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. Fiberon makes no other representation, guarantee or warranty.

THIS LIMITED WARRANTY COMPRISES FIBERON'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH FIBERON DECKING PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

## 2. WARRANTY CLAIM PROCEDURE

- a To make a warranty claim, the Purchaser must send a copy of this warranty document, copy of original proof of purchase, and photos of the defective or nonconforming Fiberon Product to the address below. Such proof of purchase must be from an authorized Fiberon Product dealer and must show (1) the date of the purchase and (2) that sufficient Fiberon Product has been purchased to cover the number of lineal feet claimed to be damaged. All warranty claims must be received by Fiberon within the Warranty Period.
- b. Claims and Notices must be sent to:

Fiberon
Consumer and Technical Support Department
181 Random Dr.
New London, NC 28127 USA
Phone 844-226-3958 | Fax 704-463-1750 | email info@fiberondecking.com

If Fiberon determines a need to inspect the Fiberon Product, the Purchaser must allow Fiberon to enter the property onto which the Fiberon Product is installed to inspect the nonconforming product and make a final determination on the validity of the warranty claim.

## 3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

a Purchaser's Sole Remedy. Purchaser's sole remedy, and Fiberon's sole liability, for any claim whatsoever relating to defective Fiberon Product shall be the replacement of the defective Fiberon Product with new Fiberon Product in an amount equal to the volume (linear feet) of defective material. Replacement Fiberon material will be as close in color, design and quality to the original installation as reasonably possible, in Fiberon's discretion and determination, but Fiberon does not guarantee an exact match as colors and designs may change. Additionally, Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. Fiberon may, at its sole option, elect to refund the original purchase in lieu of replacing the defective product.

Prorated Stain and Fade Limited Warranty Schedule	
10-Yr Commercial	
Year of Claim	
0-5 years	
6 years	
7 years	
8 years	
9 years	
10 years	

## b. Exclusions and Limitations of Certain Damages.

In no event will Fiberon be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the Fiberon Products or resulting, directly or indirectly, from any defect in the Fiberon Products.

In addition, this Limited Warranty does not cover and Fiberon shall not be liable for any installation, removal or reinstallation costs. Fiberon does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Fiberon products and/or failure to abide by Fiberon's written instructions and any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping; (2) use of Fiberon Products beyond normal use or in an application not recommended or permitted by Fiberon's written instructions and applicable laws and building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Fiberon Products are installed; (4) Defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair; (5) any Act of God (including but not limited to flooding, hurricane, tornado,

wind, earthquake, lightning, hail, etc.); (6) discoloration, fading, spotting or staining from or caused, 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), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (7) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces; (8) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides; (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Fiberon Products; (10) climate change, environmental conditions, static electricity or any cause beyond the control of Fiberon; (11) variations or changes in color of Fiberon Products; (12) improper handling, maintenance, storage, abuse or neglect of Fiberon Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; or (15) any fasteners not supplied or approved by Fiberon.

#### c. Additional Terms and Limitations.

The suitability of the Fiberon Products for Purchaser's property for the installation and use of the Fiberon Products, including but not limited to whether the Fiberon Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property, is the responsibility of the Purchaser and/or its design professionals, and not that of Fiberon. Fiberon does not provide architectural or engineering services. Fiberon makes no express or implied warranty or representation as to the suitability of the Fiberon Products for, or actual performance, capabilities or operation of the Fiberon Products at, Purchaser's property or under the conditions of Purchaser's use.

Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (i) the Fiberon Product is not installed, maintained and/or used strictly in accordance with Fiberon's written instructions, and all applicable laws, codes and regulations; (ii) misuse of the product, whether foreseeable or unforeseeable; (iii) failure of proper and timely maintenance or repair; (iv) failure to provide timely notice to Fiberon of any failure or defect of the Fiberon Product; or (v) use of fasteners other than the Fiberon branded fasteners or approved hidden fasteners listed on fiberondecking.com to the extent that the Fiberon Product failures resulted from the use of non-approved fasteners.