

FIBERON COMPOSITE CLADDING LIMITED WARRANTY

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

1. LIMITED WARRANTY

- a. This Limited Warranty applies to all Fiberon Composite Cladding whether used in a Commercial, Residential or other installation. The "Purchaser" is any purchaser such as a landlord, leasing company, homeowner or other person or entity that is the owner of the installed structure where the Fiberon Composite Cladding is installed.
- b. Fiberon Composites LLC, individually and doing business as Fiberon ("Fiberon"), warrants to the original purchaser only ("Purchaser", "You" or "Your") that for the Warranty Period set forth below, the Fiberon Wildwood Open-Joint Cladding ("Fiberon Product" or "Product") shall, under normal and proper service conditions, remain free from material manufacturing defects and will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay, when installed, used and maintained in an above-ground application and in accordance with Fiberon's written cladding instructions. Fiberon also warrants that, for the applicable Warranty Period set forth below, the Product will be resistant to permanent staining resulting from items that would typically be present on a façade wall, including but not limited to bird droppings, paint, hanging banners, plants, trees, food and / or beverage items, etc., and that the Products will be resistant to color change from light and weather exposure as measured by color change in excess of 5 Delta E (Hunter) units. This warranty is applicable only to the extent the Products were installed, cared for and maintained in accordance with the Fiberon Care and Maintenance Instructions.
- c. Note that Fiberon does not warrant its Products to be completely stain or fade proof. No material is completely stain or fade proof, especially (but not only) when stains result from substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.
- d. The Warranty Period shall be 50 years, and begins on the date of original purchase by or for the application for the purchaser as long as the Purchaser owns the property upon which the Fiberon Product was installed.
- e. Fiberon's written cladding instructions are available from your Fiberon dealer or your contractor or from Fiberon at <u>www.fiberondecking.com</u> or by writing to Fiberon at the address stated below.
- f. In the event of a failure of the Fiberon Product within the applicable Warranty Period as warranted above, when properly installed, used and maintained as described above, Fiberon will replace the nonconforming item as set forth in Section 2 below.
- g. 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 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. No one is authorized to make any representation, guarantee or warranty on Fiberon's behalf, and Fiberon shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Fiberon Product or Fiberon Fastener other than as expressly stated in this Limited Warranty. THIS LIMITED WARRANTY COMPRISES FIBERON'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH FIBERON 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. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED; ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. FIBERON EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL FIBERON BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

2. 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 the Fiberon Product, including without limitation, any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Fiberon Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or any claims that the Fiberon Products failed to perform as warranted above, is and shall be the replacement of the defective Fiberon Product with new Fiberon Product, as the case may be, in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein or the number of defective Fiberon Fasteners. 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 option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective Product.

Prorated Limited Warranty Schedule	
50 Year / Lifetime	
Year of Claim	Recovery
0-10	100%
11-14	90%
15-18	80%
19-22	70%
23-26	60%
27-30	50%
31-34	40%
35-38	30%
39-42	20%
43-50	10%

b. Limitations of Certain Damages. 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 or paints, stains, surface treatments or other chemical substances including but not limited to cleaner 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) exceeding the maximum designed wind loads; (12) premature deterioration / performance issues arising from the non-inclusion of an air gap (rainscreen) behind the cladding; (13) damage resulting from the failure to provide proper ventilation and drainage on the back of and at the bottom of the cladding; (14) variations or changes in color of Fiberon

Products; (15) improper handling, maintenance, storage, abuse or neglect of Fiberon Products by Purchaser or others; (16) ordinary wear and tear; (17) impact from objects; or (18) any fasteners not supplied or approved by Fiberon.

No warranty is given with respect to any fasteners other than the Fiberon Fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer.

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.

3. WARRANTY CLAIM PROCEDURE

- a. To make a claim under this Limited Warranty, You must send a copy of this warranty document, copy of original proof of purchase, and photos of the defective or nonconforming 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 Product has been purchased to cover the number of lineal feet claimed to be defective. All warranty claims must be received by Fiberon within the Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the Product.
- b. If mailing, 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 <u>info@fiberondecking.com</u>

If electronic, Claims and Notices must be sent to:

https://fiberon.insightpro.com/#/page/customer-warranty-request

c. Upon discovering a possible defect with a Product, You must make temporary repairs or cordon off the area at issue at your expense to protect all property and persons that could be affected. Upon Fiberon's reasonable request, You must permit Fiberon and/or its authorized agents to enter, at reasonable times, Your property to inspect the Product

that You claim is defective. Fiberon must have made a determination on Your warranty claim before any permanent repairs or removal of materials may be undertaken, or this Limited Warranty may be void. No Products may be returned to Fiberon unless directed and authorized by Fiberon in writing to do so. Any removal or disposal of defective Products shall be at Your expense.

d. Please register your product at <u>https://www.fiberondecking.com/resources/warranty-registration/warranty-registration-form</u>. Fiberon strongly suggests You register Your product for quicker technical support and warranty service. Fiberon product registration is voluntary. Failure to register will not diminish Your Limited Warranty rights.

Please register your product at <u>https://www.fiberondecking.com/resources/warranty-</u> <u>registration/warranty-registration-form</u>. Fiberon strongly suggests our customers register their product for quicker technical support and warranty service. Fiberon product registration is voluntary. Failure to register will not diminish Your Limited Warranty rights.

Fiberon Respects Your Privacy. Fiberon does not trade consumer information. Just as important, You control how Fiberon contacts You. We will collect Your preferences at the end of product registration and we encourage You to view our complete online privacy policy at https://www.fiberondecking.com/privacy-statement.