

## **Shantex's 10-year Limited Warranty**

Shantex offers 10-Year limited manufacturer's warranty on Shantex Composite Decking Tiles against: 1) Splitting, splintering, rotting; 2) Structural Damage from fungal decay; 3) Termite or insect damages.

The warranty is offered only to original purchasers of Shantex's Composite Decking Tiles. The 10-year warranty period begins on date of purchase. When defects, as mentioned above, occur, consumers should return the products to Shantex. Upon inspection and confirmation of the problem, Shantex's sole responsibility shall be, at its option, to either: 1) replace the defective items, or 2) give a pro-rata refund of the purchase price, (not including costs of the original installation), provided that the customers retain their purchase invoices as a proof of purchase. The pro-rata refund is based on the remaining years of warranty. .

This warranty shall not cover and Shantex shall not be responsible for costs and expenses incurred with respect to the original installation costs, the removal of defective Shantex products, or the installation and transportation costs of replacement materials, including but not limited to labor, freight.

To make a claim under this limited warranty, the purchaser shall send to Shantex, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

2591 Panorama Drive,  
Coquitlam BC, V3E 2Y0  
Box #21050  
Canada

Shantex does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: 1) Damages due to intentional and unintentional acts of man; 2) Damage from improper installation, ground upheaval, substructure failure or improper installation of the substructure of the deck; 3) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.); 4) Normal weathering (defined as exposure to sunlight, weather and atmosphere

which will cause any colored surface to gradually fade, or accumulate dirt or stains); 5) Environmental conditions, such as air pollution, mold, mildew, etc. and staining from foreign substances such as dirt, grease, oil, etc. 6) Fungal growth, warping and distortion due to excessive heat sources, or other extreme conditions; 7) Variations or alterations in color of Shantex products; 8) Improper handling, storage, abuse or neglect of Shantex products by Purchaser.

**Limitations: DISCLAIMER OF WARRANTIES:** No other warranties, guarantees or indemnities is expressed or implied. All other warranties, arising by law, course of dealing, usage of trade, customers or otherwise, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction. Liability is limited to the cost of the defective products. No inference should be made regarding issues not covered by this warranty. This warranty may not be altered or amended except in a written instrument signed by both Shantex and the original purchaser. This warranty is not transferable.

UNDER NO CIRCUMSTANCES WILL SHANTEX BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX'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.

