



# Sylvanix Outdoor Products

## 25 Year Fade and Stain Warranty

For the term set forth below, Sylvanix Outdoor Products (hereinafter "Sylvanix Outdoor Products") warrants to the original end-user purchaser (the "Purchaser") that Sylvanix Outdoor Products decking and fascia, as the case may be (the "Product") will perform, under normal use and service conditions, as follows:

**Term of Warranty:** The term of this warranty shall begin on the date of original purchase, and shall end (1) twenty-five (25) years thereafter for a residential application of the Product, and (2) ten (10) years thereafter for a commercial application of the Product.

**Residential/Commercial Application:** For purposes of this warranty, a "residential application" shall refer to an installation of the Product on an individual residence, and a "commercial application" shall refer to any installation of the Product other than on an individual residence.

**Fade Resistance:** The Product shall not fade in color from light and weathering exposure as measured by color change of more than 5 Delta E (CIE) units.

The Product is designed to resist fading. No material is fade proof when exposed to years of UV exposure and the elements. The Product is designed to resist fading, and will not in any event fade by more than 5 Delta E (CIE) units.

**Stain Resistance:** The Product shall be resistant to permanent staining resulting from spills of food and beverage items including ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbeque sauce, grease, sodas and other food and beverage related items that would typically be present on a residential deck, or mold and mildew naturally occurring in the environment, provided that such substances are removed from the Product with soap and water or mild household cleaners within one (1) week of exposure of the food or beverage to the surface or first appearance of the mold and mildew.

Notwithstanding the foregoing, Sylvanix Outdoor Products does not warrant that the Product is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, materials not covered in the stain resistant warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including but not limited to, biocides, fungicides, plant food, or bactericides. Mold and mildew can settle and grow on any outdoor surface, including this Product. You should periodically clean your deck to remove dirt and pollen that can feed mold and mildew. This warranty does not cover mold and mildew which is not properly cleaned as provided above within one (1) week of first appearance.

Standard Sylvanix Outdoor Products Company Limited Warranty: This warranty is in addition to the standard Sylvanix Outdoor Products Company Limited Warranty that applies to all Sylvanix Outdoor Products.

Transferability: With respect to a residential application, this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Sylvanix Outdoor Products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Sylvanix Outdoor Products were originally installed.

#### EXCLUSIONS FROM WARRANTY COVERAGE:

Exposure to Heat: Direct or indirect contact with extreme heat sources (over 275 degrees) may cause fading and may damage the surface of the Product, and any effects of such exposure are expressly excluded from coverage under this warranty.

Surface Damage: Never use metal shovels or sharp-edged tools to remove snow and ice on the surface of the Product. If the surface of the Product is damaged or punctured, this warranty will be voided.

Paint or Other Materials Applied to the Product: If paint or other coating materials are applied to the Product, this warranty will be voided.

Railing: This warranty does not cover Sylvanix Outdoor Products decking and components.

Other Exclusions: This warranty shall not cover any condition attributable to: (1) improper installation of the Product and/or failure to abide by Sylvanix Outdoor Product's installation guidelines, including but not limited to improper gapping; (2) use of the Product beyond normal use or service conditions, or in an application not recommended by Sylvanix Outdoor Product's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (5) improper handling, storage, abuse or neglect of the Product by Purchaser, the transferee or third parties; (6) any fading or staining not on the walking surface of the Product (i.e., the underside or the ends of the Product); or (7) ordinary wear and tear.

#### Procedure for Making a Claim under this Warranty

In order to make a claim under this warranty, Purchaser must do the following:

1. If the Purchaser is making a claim relating to the warranty on stain resistance, Purchaser must do as follows:

(a) Purchaser must try to clean the affected area of the deck by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the Product or first appearance of the mold and mildew.

(b) If the affected area remains reasonably unsatisfactory after Purchaser has tried these cleaning procedures, then Purchaser must have the affected area of the deck professionally cleaned at Purchaser's expense.

(c) If the affected area remains reasonably unsatisfactory after the professional cleaning, Purchaser may make a claim under this warranty, provided that such claim is made within thirty (30) days after the professional cleaning.

2. To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Sylvanix Outdoor Products, within the warranty period referred to above, a description and photographs of

the affected area of the Product, proof of purchase, and if the claim relates to the warranty on stain resistance, proof of compliance with paragraph 1. above, to the following address:

Sylvanix Outdoor Products Inc, Suite 205, RT 9 S Manalapan, NJ 07726.

3. Upon confirmation by an authorized Sylvanix Outdoor Products representative of a valid claim hereunder, Sylvanix Outdoor Product's sole responsibility shall be, at its option, to either replace the affected item or refund the portion of the purchase price paid by Purchaser for such affected item (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but Sylvanix Outdoor Products does not guarantee an exact match as colors and design may change.

4. If a valid warranty claim hereunder is made during years eleven (11) through twenty-five (25) after the original purchase for a residential application, recovery will be prorated. If Sylvanix Outdoor Products is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim, or if it 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.

YEAR OF WARRANTY CLAIM	PERCENTAGE RECOVERY
11	80%
12	80%
13	80%
14	60%
15	60%
16	60%
17	40%
18	40%
19	40%
20	20%
21	20%
22	20%
23	10%
24	10%
25	10%



**EMBELLISH DECKING STATEMENT OF LIMITED WARRANTY**

**25-Year Limited Residential Warranty  
10-Year Limited Commercial Warranty**

Terms of Warranty: This warranty is afforded to (1) the original owner or (2) the owner(s) of the at the time of installation (if purchased by a contractor)(collectively hereinafter “Owner”), of Embellish TM alternative decking (the “Decking Products”) manufactured by Sylvanix Outdoor Products, Inc. (hereinafter “Manufacturer”). A “Residential Owner” shall refer to a single-family residential homeowner and a “Commercial Owner” shall refer to any Owner who is not a single-family residential homeowner.

Subject to the exclusions, limitations and restrictions set forth in this statement of warrant, Manufacturer warrants to a Residential Owner that for a period of twenty-five (25) years (or 10 years for a Commercial Owner), the Decking Products will, from the date of original purchase, be free from material defects in workmanship and materials, and will not check, split, splinter, rot or suffer structural failure from wood destroying insects or fungus.

Exclusions: Manufacturer does not warrant and does not assume responsibility for any Decking Products defect, failure, or damage caused by: (1) improper installation of the Decking Products and/or failure to follow the Manufacturer's installation or use instructions and guidelines; (2) use of the Decking Products in excess of normal use or contrary to the Manufacturer's use guidelines or applicable building codes; (3) movement, collapse or settling of the ground under or around the supporting structure for the Decking Products; (4) any act of God (including but not limited to flooding, wind, earthquake, lightning, etc.), (5) adverse environmental conditions (including but not limited to pollution, mold, mildew, etc.); (6) staining from non-food substances (including but not limited to dirt, grease, oil, etc.); (7) lot variations or changes over time in color of Decking Products; (8) normal weathering due to the elements; (9) improper use, storage, or handling of the Decking Products; (10) exposure to extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass; (11) alteration of the Decking Products; or (12) use of installation materials and supplies not provided or recommended by the Manufacturer. In addition, Owner is solely responsible for determining the suitability and safety of the Decking Products in connection with Owner's use for any particular purpose..

Making a Warranty Claim: If Owner discovers a covered defect or failure in any of the Products covered by this limited warranty during the applicable warranty period, Owner must, within thirty (30) days from the discovery of the defect or failure, but not later than the end of the applicable warranty period, notify Manufacturer in writing, (with written proof of delivery) at the following address:

Sylvanix Outdoor Products, Inc.  
Suite 205, 195 Route 9  
S Manalapan, NJ 07726

Owner must include with this written notice proof of purchase and a statement explaining the defect, with supporting photographs or other documentation. Manufacturer reserves the right to request additional information. After reviewing all information, Manufacturer will make a determination regarding the validity of Owner's warranty claim. If Manufacturer determines Owner's warranty claim is valid, Manufacturer will, at its option, either replace the defective Decking Products or refund the portion of the purchase price paid by Owner for such defective Decking Products (not including the cost of installation). If a Residential Owner makes a valid warranty claim during the 11th through 25th years of the warranty coverage period, then the Residential Owner's refund or replacement will be prorated according to the chart below. If Manufacturer is providing replacement Decking Products, it may choose to replace only the percentage of the Decking Products listed below. if Manufacturer is refunding the purchase price, it may elect to refund only the following percentages of the purchase price of the Decking Products listed below:

Year of Claim	Recovery
11	80%
12	80%

13	80%
14	60%
15	60%
16	60%
17	40%
18	40%
19	40%
20	20%
21	20%
22	20%
23	10%
24	10%
25	10%

This warranty does not cover the cost of removal of the defective Decking Products or the installation of replacement materials, or the cost of shipping of replacement Decking Materials, all of which costs shall be the Owner's responsibility. The foregoing is the limit of the Manufacturer's responsibility under this warranty.

Transfer of Warranty to subsequent Owner: This warranty may be transferred one (1) time, during the initial five (5) years of the warranty only to a subsequent owner of the Property upon which the Decking Products were initially installed.

Disclaimer: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY SET FORTH HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED.

Limitation of Remedies and Damages: MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS EXPRESSLY SET FORTH HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SALES, LOSS OF USE, OR LOSS OF GOODWILL.), WHETHER FORESEEABLE OR UNFORESEEABLE. MANUFACTURER'S LIABILITY UNDER THIS WARRANTY SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH DECKING PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

General Terms: This statement of warranty intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this warranty. This warranty may not be altered or amended. No agent, employee or any other representative of Manufacturer is authorized to make any warranty in addition to that made herein and Manufacturer shall not be bound by any such statements other than those contained in this warranty. In the event that repair or replacement of the Decking Products pursuant to this warranty is not possible due to unavailability of identical replacement Decking Products, Manufacturer may substitute its obligation under this warranty with a similar product of equal value.

This warranty is effective for purchases of Products on or after \_\_\_\_\_.