



ADS Weatherdek Canada Ltd. (Weatherdek) and licensed Weatherdek Applicator (Applicator) warrant to the original Building Owner (Owners), subject to the terms, conditions and limitations set forth herein, that under normal use Weatherdek shall be free from manufacturing defects which result in water leakage during the term as set out below for the product installed (please circle the appropriate product installed). Classic, and Designer come with a 5 year limited warranty on the material and workmanship. Contract Plus, Classic Plus, and Designer Plus come with a 10 year limited warranty on the material and a 5 year limited warranty on the workmanship. Signature Stone Plus and Marble Tile Plus come with a 15 year limited warranty on the material and a 5 year limited warranty on workmanship. If leakage occurs within the 5, 10 or 15 year period respectively, Weatherdek will at it's option:

- a) replace or repair that area which is determined to be defective.
- b) or refund to the Owner a portion of the original purchase price that is equal to the percentage of time remaining on the warranty when written notice of the problem was received by Weatherdek.

NOTE: The customer knows and understands that Weatherdek and the licensed dealer are two separate corporate entities. The customer also understands that the licensed dealer is solely liable for all installation related repairs. Weatherdek will warrant all Weatherdek supplied products to the customer but the licensed dealer will always be liable to facilitate any repairs required.

This warranty will only be in effect if the following have happened:

- a) The Weatherdek was installed in accordance with Weatherdek standards, using only Weatherdek approved sundry products, by a licensed Weatherdek Applicator.
- b) The full purchase price for the Weatherdek installation has been paid to the Weatherdek dealer.
- c) Weatherdek has received written notice promptly of the warranty claim from that Weatherdek dealer and that Weatherdek has acknowledged, in writing to the customer, that the alleged defects are covered under this warranty.

#### TERMS AND CONDITIONS

1. No implied warranties, including warranties of merchantability and fitness for a particular purpose extend beyond the term of this written warranty. No representative has any authority to make any representations other than those stated herein.
2. This warranty shall not be applicable to damage or loss caused in whole or in part by:
  - a) Natural disasters, including but not limited to lightning, wind or hail.
  - b) Any and all acts of vandalism, negligence or misuse.
  - c) Repairs or alterations to the deck without written authorization from Weatherdek.
  - d) Settling, warping or failure of the structure to which Weatherdek is attached.
  - e) Checking, joint expansion (causing seam lines), lifting or any other problems related to the type of plywood used or how it was secured to the deck structure.
  - f) Infiltration of moisture, in any form, in, through, around and above the walls of the building.
  - g) Lack of proper venting of the deck structure itself.
  - h) Failure of any and all materials not furnished by Weatherdek.
  - i) Excess traffic.
  - j) Damage caused by foreign chemicals being introduced either to the surface of the vinyl or coming in contact with the underside of the vinyl through either the glues used or chemicals gassing out of improperly cured plywood.
  - k) Problems resulting from moisture including fungus, discoloration, alkali, condensation or hydrostatic pressure.
  - l) Colour variations from samples or printed illustrations compared to actual production runs. Fading or reduction of gloss due to weathering and or use.
  - m) Premature degradation caused by standing water on improperly sloped decks.
3. Each of the above mentioned products require a sealant (caulking) in a number of areas. This sealant is subject to annual inspection and maintenance by the Building Owner. Weatherdek or the Weatherdek dealer are not responsible for damages arising from improper maintenance of this sealant after the first complete year of this warranty. However, the Weatherdek dealer will supply, at cost, the proper sealant to maintain the quality of the installation.
4. Although U.V. stabilized, some colour fading will normally occur over the life of this warranty. If the customer wishes to replace the vinyl, after the second complete year of this warranty, due to fading, then the customer's share of the cost of replacement will be calculated on a per job basis taking into account term of installation, degree of degradation, area of the country and proximity to the Sun Belt. Weatherdek, at its sole discretion, will determine the customers share of the cost of replacement.
5. To the extent allowed by the laws of each province, the remedies provided under the terms of this warranty state the limit of Weatherdek's responsibilities.

Dealer \_\_\_\_\_ Customer \_\_\_\_\_ Date \_\_\_\_\_