



## Trimax Decking System LIMITED WARRANTY

1. **Limited Warranty.** Trimax Building Products (hereinafter "Trimax") WARRANTS that its Products, as defined below, will not suffer defects from termites, decay, mold or facial fractures for the period of time beginning on the date of original consumer purchase of the Products produced in 2005 and subsequent years extending through the Limited Warranty Period listed below. Further, expansion and Contraction is a natural phenomenon to all products, but is more noticeable in products manufactured with plastic resin. Proper installation of this product is extremely important. Normal expansion/contraction of this product is approximately ¼ inch on each end of a 12 foot board. This expansion and contraction is calculated over a temperature variance of 32 to 110°F. The product is at its natural length at 70°F. Expansion and Contraction can be minimized by proper installation. Should the product expand or contract beyond the normal tolerances as previously described the limited warranty shall apply only if the product has been installed as outlined in the instruction manual and the complete use of the decking system is utilized in the installation. In addition, static electricity is a natural phenomenon inherent to all products including Trimax Building Products. In rare occasions, since certain conditions promote static electricity, which can not be measured, quantified or duplicated, Trimax warrants that after a year from notification should static electricity persist and the product has been installed as recommended the warranty shall apply.

<u>Products</u>	<u>Limited Warranty Period</u>
HDPE Deck Planks & Railings	50 years

Note: The 50 Year Warranty only applies to the complete use of the Decking System, as stipulated in the installation manual. No variations of installation guide will be warranted.

PURCHASER'S SOLE REMEDY FOR ANY CLAIM WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY, ARISING OUT OF THE USE, STORAGE OR POSSESSION OF PRODUCT, INCLUDING WITHOUT LIMITATION ANY CLAIM THAT PRODUCT FAILED TO PERFORM AS WARRANTED, SHALL BE REPLACED WITH A SUBSTITUTE PRODUCT (MANUFACTURER'S DISCRETION) AND INSTALLED. INSURANCE AND OTHER INCIDENTAL COSTS OF REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PURCHASER. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE OR APPLICATION OF ANY PRODUCT, OR WHETHER PRODUCT MEETS THE REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

Notice of any claim under this Warranty must be given promptly to Trimax Building Products in writing along with the original purchase invoice indicating the date of purchase and purchase price, pictures of the defective Product and a detailed description of the defect. This notice shall be given no later than the earlier of (i) thirty (30) days after receipt of the Product if the claim is for a nonconformity or breach which could be discovered by visual inspection; or (ii) thirty (30) days after actual discovery of any nonconformity or breach. Any such claims shall be delivered personally or mailed postage prepaid, to Trimax Building Products, 2600 W. Roosevelt Rd., Chicago, IL 60608, attention: Customer Service and shall be effective when personally delivered, or three (3) business days after mailing if mailed in the U.S., or when received by Trimax if not personally delivered or mailed in the U.S. Failure to give notice as required by this paragraph shall void any warranty and bar purchaser from any remedy.

THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE ONLY WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. NO PERSON, AGENT OR DEALER IS AUTHORIZED TO ASSUME OR GRANT ANY GREATER WARRANTY OBLIGATION OR LIABILITY FOR TRIMAX. THIS WARRANTY AND ANY AND ALL RIGHTS CREATED HEREIN SHALL NOT BE PRORATED DURING THE TERM OF THE WARRANTY.

2. **Voiding of Warranty.** Trimax Building Products will have no warranty obligation with respect to the Product if any of the following events occur: (a) the Product is subjected to abuse, misuse, negligence, improper or abnormal residential use, failure to maintain, fire, or other accident including without limitation, acts of God, or environmental pollutants; (b) installation, fabrication, engineering, service, maintenance or use of the Product is not in accordance with the written installation requirements of Trimax as specified in Trimax literature, applicable laws and regulations or industry standards; (c) installation, fabrication, engineering, service, maintenance or use of the Product, is performed improperly, negligently, or by unqualified or unauthorized personnel or without competent supervision; (d) the movement and/or collapse of the ground or structure on which the assemblage incorporating the Product is installed; (e) the Product is altered or modified without the prior written approval of TRIMAX; or (f) the initial end user has not paid in full for the warranted product.
3. **LIMITATION OF LIABILITY.** PURCHASER AGREES THAT TRIMAX'S LIABILITY, UNDER ANY WARRANTY, WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID AND REASONABLE INSTALLATION COST. UNDER NO CIRCUMSTANCES SHALL TRIMAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS BASED UPON AND IN CONSIDERATION FOR LIMITING TRIMAX'S LIABILITY. NEITHER TRIMAX NOR ITS REPRESENTATIVES APPROVE, RECOMMEND, OR PERFORM DESIGN REVIEW FOR SPECIFIC APPLICATIONS OF THESE PRODUCTS. No person or entity is authorized by TRIMAX to make, and Trimax shall not be bound by any statement or representation as to the performance of Product other than what is contained in this Warranty. This Warranty shall not be amended or altered except in a written instrument signed by Trimax and Purchaser.

Some states do not allow limitations of the duration of implied warranties or the exclusions or limitations of incidental or consequential damages. This Warranty gives you specific legal rights and you may have other rights, which vary from State to State.