

TREX® PROTECT® TAPE LIMITED WARRANTY

READ THESE WARRANTY TERMS CAREFULLY BEFORE USING THE TREX® PROTECT® TAPE (“**TREX® PROTECT®**”). USE OF TREX® PROTECT® CONSTITUTES YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS WARRANTY. RETURN TREX® PROTECT® TO THE PLACE OF PURCHASE IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS WARRANTY.

1. **WARRANTY.** DRI-Deck Enterprises, LLC (“**DRI-Deck**”) warrants to the original end use purchaser (“**Owner**”) that when used in an application which is consistent with the intended end use identified on the product label or stamp and in conjunction with a residential structure owned by Owner, then subject to all of the conditions contained in this Limited Warranty, TREX® PROTECT® will not de-laminate, blister, peel or dissolve as a result of exposure to ultra violet rays for a period of 20 years following the date of purchase. This Limited Warranty is applicable to the original purchaser and property owner only, and is not transferable. This Limited Warranty shall not apply (i) if the Owner fails to use TREX® PROTECT® in strict compliance with DRI-Deck’s instructions, (ii) if TREX® PROTECT® is uncovered by a deck floor for any material period of time, (iii) if TREX® PROTECT® has been damaged as a result of misuse or abuse, by accident or by negligence, including, without limitation, striking, breaking, cutting, burning or melting TREX® PROTECT®, or (iv) if TREX® PROTECT® has been damaged as a result of the release or application of any substance on or to TREX® PROTECT®, including, without limitation, caustic substances or abrasives. Subject to the conditions set forth in this Limited Warranty, if TREX® PROTECT® de-laminates, blisters, peels or dissolves as a result of exposure to ultra violet rays within 20 years following the date of its purchase, DRI-Deck will, at its option and in its sole discretion, either: (i) replace the nonconforming or defective TREX® PROTECT®, or (ii) remit to Owner the purchase price which Owner paid to purchase the non-conforming TREX® PROTECT®. **THIS REMEDY IS THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.** Consequently, without limiting the generality of the foregoing, DRI-Deck will under no circumstances provide or be liable for labor costs, costs of removal or reinstallation of damaged decking material, disposal costs, freight, taxes, or any other costs, charges or expenses incurred by Owner in connection with any nonconforming or defective TREX® PROTECT®.

2. **DISCLAIMER OF ALL OTHER WARRANTIES.** The preceding warranty is the sole and exclusive warranty, express and implied, extended by DRI-Deck with respect to TREX® PROTECT®. The express warranty set forth above supersedes any and all prior, contrary or additional warranties and representations, whether written or oral. **THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY DRI-DECK, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY DRI-DECK, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO EMPLOYEE, REPRESENTATIVE, AGENT OF DRI-DECK OR DISTRIBUTOR OF TREX® PROTECT® HAS ANY AUTHORITY TO BIND DRI-DECK TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN ABOVE.**

3. **DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** DRI-DECK SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, TREBLE, EXEMPLARY OR OTHER SIMILAR LOSS OR DAMAGE ARISING UNDER OR AS A RESULT OF THIS WARRANTY (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF TREX® PROTECT® OR OWNER’S INABILITY TO USE OWNER’S DECKING SYSTEM, FROM THE PERFORMANCE OF TREX® PROTECT® OR FROM ANY ACT OR FAILURE TO ACT BY DRI-DECK. However, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

4. **PROCEDURE FOR INITIATING A WARRANTY CLAIM.** As a condition precedent to Owner’s right to seek a remedy for the breach of this Limited TREX® PROTECT® Warranty, Owner must strictly comply with all of the terms of this Limited Warranty; if Owner fails to strictly comply with all of the terms of this Limited Warranty, DRI-Deck will have no obligation or liability of any kind or nature under this Limited Warranty. Owner must notify DRI-Deck, in writing, at the address set forth below, of the alleged failure to conform to the Limited Warranty within thirty (30) days after Owner discovers the alleged nonconformity. The notice must also provide clear, unaltered pictures of the alleged non-conformity, describe with reasonable specificity the location and nature of the alleged nonconformity, include the original invoice, receipt or other proof that Owner purchased TREX® PROTECT®, provide evidence establishing that the Owner was the initial purchaser of TREX® PROTECT®, provide evidence that TREX® PROTECT® was installed in connection with a TREX® RainEscape® deck drainage system, and provide the Owner’s name and contact information. Thereafter, Owner must cooperate with DRI-Deck by promptly supplying such additional information as DRI-Deck may reasonably request in order to establish whether or not TREX® PROTECT® cracked or dissolved as a result of exposure to ultra violet rays by providing DRI-Deck and/or its representatives with access to the System to conduct any reasonable inspection which they deem necessary. If Owner fails to supply DRI-Deck with such additional information as DRI-Deck may request or if Owner fails to supply DRI-Deck or its representatives with access to the Owner’s decking system to conduct any reasonable inspection within ninety days following request by DRI-Deck, DRI-Deck shall have no obligation or liability of any kind or nature under this Limited Warranty. DRI-Deck shall have a reasonable period in which to determine if this Limited Warranty is applicable to Owner.

5. **LIMITATIONS PERIOD.** No action under this Agreement may be brought by Owner against DRI-Deck more than one (1) year after Owner discovers that TREX® PROTECT® cracked or dissolved as a result of exposure to ultra violet rays.

6. **APPLICABLE LAW; VENUE.** This Limited Warranty shall be governed by, construed and interpreted in accordance with the laws of the State of Colorado, USA (excluding the choice of law rules thereof). Owner hereby (a) agrees that all disputes and matters whatsoever arising under, in connection with, or incident to this Limited Warranty shall be litigated, if at all, in and before a court located in the State of Colorado to the exclusion of the courts of any other state or country, and (b) irrevocably submits to the exclusive jurisdiction of the District Court for the City and County of Denver, Colorado in any action or proceeding arising out of or relating to this Limited Warranty, and hereby irrevocably waives any objection to the laying of venue of any such action or proceeding in such court and any claim that any such action or proceeding has been brought in an inconvenient forum.

7. **SEVERABILITY.** If any covenant or agreement set forth in this Limited Warranty conflicts with any applicable statute, law, rule or regulation, such covenant or agreement shall be deemed to be modified but only to the extent necessary to conform to what is allowed under such statute, law, rule or regulation. If for any reason whatsoever, any one or more of the provisions of this Limited Warranty shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Limited Warranty inoperative, unenforceable or invalid.

8. **ADDRESS FOR NOTICES TO DRI-DECK:** DRI-Deck Enterprises, LLC, 2965 S. Tejon St., Englewood, CO 80110.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Trex® is a trademark of Trex Company, Inc. and is used under license to Dri-Deck Enterprises, LLC