

MoistureShield® Composite Decking · Manufactured by A.E.R.T., Inc.

A.E.R.T., INC. LIMITED LIFETIMEWARRANTY

MOISTURESHIELD® PRO COMPOSITE DECKING

LIMITED WARRANTY COVERAGE: Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.), warrants MoistureShield® composite decking used in residential decking construction (the Product) for as long as the registered original consumer purchaser or the first properly registered transferee of the residence on which the MoistureShield® composite deck is to be installed. This warranty covers decks installed within North America and warrants the Product (i) to be free from defects in material and manufacture and, (ii) when used for its intended purpose and properly installed and maintained according to A.E.R.T.'s published installation instructions to (a) resist rot or fungal decay and (b) resist damage caused by insect or termite attacks.

If the Product fails to conform to this warranty, then during the first year after the Product is sold, A.E.R.T. in its sole discretion shall replace the defective Product and/or reimburse the homeowner for all or a portion of the Product at the sole discretion of A.E.R.T. based on extent of defectiveness of the Product, as determined by A.E.R.T. For every year after the first year, any warranty payment described above shall be reduced by 2% each year until the fiftieth year, after which the warranty payment shall remain constant at 2% of the original warranty coverage.

A.E.R.T.'s replacement of the defective Product or granting of a refund as described above in this warranty **SHALL BE THE SOLE AND EXCLUSIVE REMEDY** for any defect described in the first paragraph of this warranty. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, LIABILITIES AND OBLIGATIONS ON A.E.R.T.

This warranty covers MoistureShield® composite decking replacement components only, and does not cover installation or replacement labor or any additional costs which might be incurred.

Registration: In order to be able to make a claim under this warranty, the original consumer purchaser must first activate this warranty within ninety (90) days of installation of the Product by filling out and mailing the A.E.R.T. MoistureShield® Composite Decking customer information card to Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.), 914 N. Jefferson, Springdale, AR 72764, or by registering online at www.moistureshield.com.

To whom this warranty applies: A.E.R.T. warrants the Product to the properly registered original consumer of the Product so long as the purchaser owns the residential structure or project on which the Product is installed. A.E.R.T. also warrants the Product to the first subsequent transferee of the Product if and only if: (i) the transferee also owns the residential structure on which the Product is installed; and (ii) within ninety (90) days of the transfer of the residential structure on which the Product is installed the transferee notifies A.E.R.T. of the transfer in writing at the address below and registers the new ownership with A.E.R.T by sending A.E.R.T. a completed MoistureShield® customer information card by mail or email (this can be completed on our website www.moistureshield.com). Failure to notify A.E.R.T. of the transfer and register the new



ownership within ninety (90) days of the transfer voids this warranty. This warranty is transferable only once and only to the first subsequent transferee of the Product, subject to the terms and conditions herein.

Making a claim: The purchaser or properly registered owner must provide written notice to A.E.R.T. within thirty (30) days after discovery of any claimed defect or failure covered by this warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for A.E.R.T. to investigate the claim. Photos of the product showing the defect or failure are helpful and should accompany the notice. All claims under this warranty must be addressed to Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.), 914 N. Jefferson, Springdale, AR 72764, or may be made on the internet at http://www.moistureshield.com. All claims must include proof of purchase, including the date and location purchased, along with the original purchase invoice to show that sufficient MoistureShield® Composite Decking has been purchased to cover the material in the claim. An A.E.R.T. representative must be granted access to the Product for inspection. A.E.R.T. will not be liable for any products repaired or replaced without prior written consent from A.E.R.T.

Upon receipt of a claim under this warranty, A.E.R.T. may require possession of all or a portion of the defective or damaged material prior to making a full or partial refund or providing new MoistureShield® Composite Decking components.

Installation standards: The Product must be installed according to A.E.R.T.'s printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the Installation. **Failure to properly install** the product per the manufacturer's published instructions including proper gapping and spacing may affect Product performance and **voids the warranty**.

Residential only: This warranty does not apply to MoistureShield® Composite Decking used in commercial or industrial structures. This is a residential warranty only. A.E.R.T. is not responsible for any misapplication of its products, intentional damage or damage caused from misuse or abuse of its products.

Oral statements: A sales representative of A.E.R.T may have made oral statements about the product described in this warranty. Such statements are not warranties. This writing embodies the entire limited warranty of MoistureShield® Composite Decking and is a complete and exclusive statement of the terms and remedies under this limited warranty issued for MoistureShield® Composite Decking. A.E.R.T shall not be bound by any statement or representation as to the performance or weatherability of MoistureShield® composite decking products, unless accompanied by a signed written document from an officer of A.E.R.T.

The purchaser or owner is solely responsible for determining the suitability of MoistureShield® composite decking for its intended application, including whether the product conforms to applicable building codes or safety regulations in a particular area.

SPECIFIC EXCLUSIONS: In addition to conditions and exclusions set forth elsewhere in this document, this warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in this warranty) or improper installation of joists or other accessories, improper gapping and spacing



including, butting boards tightly together; (b) neglect; (c) abuse; (d) misuse; (e) repair or alteration; (f) settlement or shifting of the ground, foundation and/or structural movement and/or movement of materials to which the Product is attached; (g) incorrect design of the structure; (h) exceeding the maximum designed live loads; (i) acts of God including, but not limited to, hurricane, tornado, flood, hail, earthquake, or other severe weather or natural phenomena; (j) efflorescence or performance of paint/coatings applied to the Product at any time, or lack thereof; (k) variations or changes in color, including fading; (l) environmental conditions such as mold or mildew on decking surface; (m) lack of proper cleaning; (n) staining from oil, grease, dirt (or other external substance); (o) environmental hazards or conditions; (p) any cause other than manufacturing defects attributable to A.E.R.T.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT WILL A.E.R.T. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

MODIFICATION AND ALTERATION OF PRODUCT: A.E.R.T. shall have no responsibility hereunder for Product subjected to further processing or alteration after shipment other than ordinary filling by the installer.

SETTLEMENT OF CLAIM: Acceptance of any refund or material replacement by A.E.R.T. pursuant to this warranty shall constitute a settlement and release of all claims held by any covered person hereunder for damages or other relief.

MODIFICATION OR DISCONTINUATION OF PRODUCTS: A.E.R.T. reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

OTHER RIGHTS: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Information regarding this warranty may be obtained by calling 866-729-2378

Please refer to customer information bulletin for proper installation information.

Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.) 914 N. Jefferson · Springdale, AR 72764



MoistureShield® Composite Decking · Manufactured by A.E.R.T., Inc.

A.E.R.T., INC. 25-YEAR LIMITED RESIDENTIAL FADE AND STAIN WARRANTY MOISTURESHIELD® PRO COMPOSITE DECKING

STATEMENT OF WARRANTY: Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.), warrants MoistureShield® PRO composite decking and fascia (the Product) used in residential decking construction for a period of twenty-five (25) years from the date of the original consumer purchase (the "Term"). This warranty covers decks installed within North America and warrants that under normal use and service conditions:

- (1) The Product will not fade in color from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units. While the Product is designed to resist fading, no material is fade proof when subjected to years of exposure to ultraviolet (UV) rays and the elements.
- (2) The Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Product, including items such as condiments (barbecue sauce, ketchup, mustard, mayonnaise), salad dressing and salad oils, grease, tea, wine, coffee, fruit punch, sodas and other food and beverage related items that would typically be present on a residential deck, <u>provided that such substance are removed from the Product with soap and water or mild household cleaners after no more than one (1) week of exposure of the substances to the surface of the Product.</u>

Notwithstanding the foregoing, A.E.R.T. 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, this warranty does not cover any staining or damage to the Product resulting from abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant foods or other bactericides.

All warranties are subject to the exclusions, limitations and restrictions set forth in the foregoing paragraph and below.

Standard A.E.R.T., INC. Limited Lifetime Warranty: This warranty is in addition to the standard A.E.R.T. Limited Lifetime Warranty that applies to MoistureShield Pro Composite Decking Products.

Registration: In order to be able to make a claim under this warranty, the original consumer purchaser must first activate this warranty within ninety (90) days of installation of the Product by registering online at www.moistureshield.com.

To Whom This Warranty Applies: A.E.R.T. warrants the Product to the properly registered original consumer of the Product for a period of twenty-five (25) years from the date of the original consumer purchase. A.E.R.T. also warrants the Product to the first subsequent transferee within the five (5) year period beginning from the date of original purchase by Purchaser if and only if: (i) the transferee also owns the residential structure on which the Product is installed; and (ii) within ninety (90) days of the transfer of the residential structure on which the Product is installed the transferee notifies A.E.R.T. of the transfer in writing at the address below and registers the new ownership with A.E.R.T. Failure to notify A.E.R.T. of



the transfer and register the new ownership within ninety (90) days of the transfer voids this warranty. This warranty is transferable only once and only to the first subsequent transferee of the Product, subject to the terms and conditions herein.

Residential only: This warranty does not apply to MoistureShield® PRO Composite Decking used in commercial or industrial structures. This is a residential warranty only. A.E.R.T. is not responsible for any misapplication of its products, intentional damage or damage caused from misuse or abuse of its products.

Exclusions from Warranty Coverage: A.E.R.T. does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, condition or damages attributable to the following: (1) improper installation of the Product and/or failure to abide by A.E.R.T.'s installation guidelines, including but not limited to improper gapping; (2) use of the Product beyond normal residential use, or in an application not recommended by the A.E.R.T. installation guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or supporting structure on which the Product is installed; (4) exposure to, or direct or indirect contact with extreme heat sources (over 250 degrees), which may damage the surface of the product and cause the Product to fade; (5) any act of God (such as flooding, hurricane, earthquake, lightning, etc.) (6) environmental condition (such as air pollution, mold, mildew, etc.); (7)improper handling, storage, abuse or neglect of the Product by the Purchaser, the transferee or third parties; (8) any fading or staining not on the surface of the Product (i.e., the underside or the ends of the Product); or (9) ordinary wear and tear.

In addition, this warranty will be voided if (1) paint, stain or other coating materials are applied to the Product, or (2) the surface of the Product has been damaged or punctured by any item other than decking installation screws or hidden fastening systems, including as a result of contact with shovels or similar sharpedged tools. Such tools should not be used under any circumstance to remove snow, ice or other debris from the surface of the product.

The purchaser or owner is solely responsible for determining the suitability of the Product for its intended application, including whether the product conforms to applicable building codes or safety regulations in a particular area.

Making A Claim: Purchaser must do as follows in order to make a claim under this warranty:

<u>Claims Regarding Stain-Resistance</u>: If the Purchaser is making a claim relating to the warranty on stain resistance, Purchaser must do all of the following (in addition to the procedures set forth for <u>All Claims</u>):

- 1. Attempt to clean the affected area of the Product by using the cleaning procedures described above within one (1) week of exposure of the food and beverage to the surface of the Product.
- 2. If, after completing step 1 above, the affected area remains reasonably unsatisfactory, then Purchaser must have the affected area of the Product cleaned by a professional deck cleaner at Purchaser's expense.
- 3. If, after completing steps 1 and 2 above, the affected area still remains reasonably unsatisfactory, Purchaser may make a claim under this warranty as provided herein, provided that such claim is made within thirty (30) days after the professional cleaning is completed.

All Claims: Purchaser, must no later than the end of the Term, send to A.E.R.T. proof of purchase, a description and photographs of the affected area of the Product, and, if the claim relates to the warranty on



stain resistance, and reasonable proof of compliance with the requirements set forth above under "<u>Claims Regarding Stain-Resistance</u>," to the following address:

Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.)
ATTN: Claims
914 N. Jefferson
Springdale, AR 72764

A.E.R.T. reserves the right to request additional information in connection with the warranty claim.

Upon receipt of a claim under this warranty, A.E.R.T. may require possession of all or a portion of the defective or damaged material prior to making a full or partial refund or providing new MoistureShield® Composite Decking components.

After reviewing all information, A.E.R.T. will make a determination regarding the validity of the claim submitted. If A.E.R.T. determines that the Purchaser's claim is valid, A.E.R.T. will, at its sole option, either replace the affected item or refund the portion of the purchase price paid by the Purchaser for such affected item (not including the cost of initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but A.E.R.T. does not guarantee an exact match as colors and design may change.

If Purchaser makes a valid warranty claim hereunder during years eleven (11) through twenty-five (25) after the original purchase, then Purchaser's recovery will be prorated as indicated below. If A.E.R.T. is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim; if A.E.R.T. is refunding the purchasing 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 Claim	<u>Recovery</u>
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%

SETTLEMENT OF CLAIM: Acceptance of any refund or material replacement by A.E.R.T. pursuant to this warranty shall constitute a settlement and release of all claims held by any covered person hereunder for damages or other relief.



LIMITATIONS/ DISCLAIMER OF WARRANTIES: This warranty shall not cover, and A.E.R.T. shall not be responsible for, costs and expenses incurred with respect to the removal of affected Product or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the SOLE and EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, LIABILITIES AND OBLIGATIONS ON A.E.R.T.

LIMITATIONS OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: A.E.R.T.'S LIBABILITES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL A.E.R.T. BE LIBAL EOR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE R ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIBAILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. A.E.R.T.'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.

OTHER RIGHTS: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Additional information regarding this warranty may be obtained by calling 866-729-2378

Please refer to www.moistureshield.com for proper installation information.

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