

# LIMITED WARRANTY



ADS Weatherdek Canada Ltd. (Weatherdek) and the licensed Weatherdek Applicator (Applicator) warrant, 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 Weatherdek product installed:

- Weatherdek **CLASSIC** (45mil) & **DESIGNER** (45mil) come with a 5 year limited warranty on the material and workmanship.
- Weatherdek **PLUS 65mil** products - **CONTRACT PLUS** (65mil), **CLASSIC PLUS** (65mil), **DESIGNER PLUS** (65mil), **SIGNATURE STONE PLUS** (65mil), **MARBLE TILE PLUS** (65mil), **HARDWOOD PLUS** (65mil) & **CONCRETE PLUS** (65mil), come with a 15 year limited warranty on the material and a 5 year limited warranty on workmanship.

If leakage occurs within the 5 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 understands that Weatherdek and the Applicator are two separate corporate entities. The customer also understands that the Applicator is solely liable for all installation related repairs. Weatherdek will warrant all Weatherdek supplied products to the customer but the Applicator will always be liable to facilitate any repairs required.

This warranty will only be in effect if the following has 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 has been paid for the Weatherdek to the Weatherdek Applicator.
- c) Weatherdek has received written notice promptly of the warranty claim from that Applicator 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) Color 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. **APPEARANCE:** Weatherdek warrants the surface appearance of the membrane for five (5) years. Should a warranty claim for excessive discoloration or fading, beyond what is considered to be normal wear and aging, be received in writing by Weatherdek within two (2) years of installation, Weatherdek at it's sole discretion, will replace or repair the affected area at Weatherdek's cost. Should a warranty claim for excessive discoloration or fading, beyond what is considered to be normal wear and aging, be received in writing by Weatherdek after two (2) years and within five (5) years of installation, Weatherdek at it's sole discretion, will supply materials only to replace or repair the affected area. The customer will be responsible for installation labor costs.
4. 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 Applicator are not responsible for damages arising from improper maintenance of this sealant after the first complete year of this warranty. However, the Applicator will supply, at cost, the proper sealant to maintain the quality of the installation.
5. To the extent allowed by the laws of each province or state, the remedies provided under the terms of this warranty state the limit of Weatherdek's responsibilities.

Weatherdek 03/18

**Weatherdek Dealer to Complete:**

Authorized Dealer: \_\_\_\_\_ Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Jobsite Address: \_\_\_\_\_ Notes: \_\_\_\_\_