

MoistureShield Vue Composite Decking Warranty

EFFECTIVE DATE:

THIS WARRANTY IS IN EFFECT FOR ALL MOISTURESHIELD VUE DECKING PRODUCTS INSTALLED AFTER 6/01/2020

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 purchase of the Product by registering online at www.MoistureShield.com/warranty.

25 YEAR LIMITED STRUCTURAL WARRANTY COVERAGE APPLIES TO VUE

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 MoistureShield's published installation instructions to (a) resist rot and (b) resist damage caused by insect or termite attacks. To be specific: this product resists rot and insect damage, but it is not rot or insect proof.

If the Product fails to conform to this warranty, then during the first year after the Product is sold, MoistureShield 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 MoistureShield based on extent of defectiveness of the product, as determined by MoistureShield. For every year after the first year, any warranty payment or replacement described above shall be reduced by 4% of the original purchase price each year until the twenty-fifth year, after which the warranty payment or replacement shall remain constant at 4% of the original purchase price. For example: if the purchaser makes a warranty claim in year five of the warranty period, the maximum eligible value of the warranty replacement materials or refund payment shall be the original purchase price reduced by 16% (4% times four years – years 2, 3, 4, and 5).

YEAR OF CLAIM PRORATED WARRANTY SCALE

Yr1 100%	Yr6 80%	Yr11 60%	Yr16 40%	Yr21 20%
Yr2 96%	Yr7 76%	Yr12 56%	Yr17 36%	Yr22 16%
Yr3 92%	Yr8 72%	Yr13 52%	Yr18 32%	Yr23 12%
Yr4 88%	Yr9 68%	Yr 14 48%	Yr19 28%	Yr24 8%
Yr5 84%	Yr10 64%	Yr 15 44%	Yr20 24%	Yr25 4%

MoistureShield'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 MoistureShield.



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. In the event that MoistureShield supplies replacement decking, the warranty period for the replacement decking will not extend beyond the original warranty period set forth above and shall be subject to the same yearly prorated reduction in coverage as applies to the original decking.

COMMERCIAL WARRANTY

In locations where MoistureShield product(s) are installed that are (1) not occupied exclusively by the single family homeowner, (2) used for income producing purposes, or (3) used in a public or semi-public application, such as (but not limited to) a condominium, apartment building, house of worship, school, medical facility senior living facility, government building, restaurant, hotel, etc.. Then the warranty is made solely to the original owner of the structure ("commercial owner") and not transferrable. The term of the commercial owner's warranty is 10 years. A high traffic commercial project such as a boardwalk, theme park, or other high traffic area will receive a 5 year commercial warranty.

Prorated Warranty	Year of Claim
100%	1
75%	2-3
50%	4-5
25%	6-7
10%	8-10
0%	11+

Prorated High Traffic Warranty	Year of Claim
100%	1
50%	2-3
20%	3-4
10%	5
0%	6+

MATERIAL & JOB-SITE INSPECTION

Inspect all materials carefully before installation. Warranties do not cover materials with visible defects once they are installed. It is the responsibility of the installer/owner to determine if the job-site conditions are environmentally acceptable and that the sub-structure system is acceptable for the installation of composite decking. MoistureShield declines any responsibility for composite decking failures or problems associated with or resulting from sub-surface structural or environmental deficiencies or job-site damage after the composite decking has been installed.

INSTALLATION STANDARDS

The Product must be installed according to MoistureShield'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.

FADE AND STAIN WARRANTIES

Vue (no fade or stain warranty)

MoistureShield Vue does not have a fade or stain warranty. The only warranty that applies to Vue is the above structural warranty.



ORAL STATEMENTS

A sales representative of MoistureShield 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. MoistureShield 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 MoistureShield. 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.
- (b) improper gapping and spacing, including butting boards tightly together;
 - recommended side-by-side gap spacing: standard decking installation gap spacing 3/16" minimum to 1/4" maximum
 - recommended end-to-end butt joint: 1/8" minimum to 3/16" maximum to accommodate substructure movement due to changes in ambient moisture and/or temperature
- (c) neglect, such as failure to provide reasonable maintenance to prevent accumulation of dirt, mildew, staining materials, pollution, exposure to chemical products, or incompatible cleaners;
- (d) abuse, such as vandalism, intentional damage, riot, or insurrection;
- (e) misuse; such as construction debris.
- (f) repair or alteration;
- (g) settlement or shifting of the ground, foundation and/or structural movement and/or movement of materials to which the Product is attached;
- (h) incorrect design of the structure;
- (i) exceeding the maximum designed live loads, 100 lbs/sq ft at 16";
- (j) acts of God including, but not limited to, hurricane, tornado, flood, hail, earthquake, or other severe weather or natural phenomena;
- (k) specific to fade and stain, efflorescence or performance of paint/coatings applied to the product at any time, or lack thereof;
- (l) variations or changes in color, including fading; including comparative discoloration of the decking due to overlay of a rug, mat, or other item precluding uniform exposure of the decking to sunlight and other elements.;
- (m) environmental conditions such as mold or mildew on decking surface;
- (n) deformation caused by high heat sources (over 250 degrees) including but not limited to grills, fire pits, foil, sheathing, low-e glass windows, and low-e glass doors;
- (o) staining from oil, grease, dirt (or other external substance); MoistureShield does not warrant this product as stain proof.



- (p) normal weathering due to exposure to UV, sunlight, weather, and environmental hazards or conditions;
- (q) defects that cannot be seen from a standing position;
- (r) any cause other than manufacturing defects attributable to MoistureShield.

 MOISTURESHIELD EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT WILL MOISTURESHIELD

 BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NONDELIVERY 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.

This limited warranty also excludes color variation between orders, individual planks, and/or samples. It is the installer's responsibility to document the installation date.

This limited warranty does not cover decking donated, purchased on clearance, or at auction.

MODIFICATION AND ALTERATION OF PRODUCT

MoistureShield shall have no responsibility hereunder for product subjected to further processing or alteration after shipment other than ordinary filling by the installer.

MAKING A CLAIM

The purchaser or properly registered owner must provide written notice to MoistureShield 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 MoistureShield to investigate the claim. Photos of the product showing the defect or failure are required and should accompany the notice. You must provide proof of purchase when submitting a claim.

All claims under this warranty must be addressed to:

MoistureShield, a CRH Company 801 Jefferson St. Springdale, AR 72764

or may be made on the internet at http://www.moistureshield.com, or by emailing mscustomerservice@oldcastle.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. A MoistureShield representative must be granted access to the Product for inspection. MoistureShield will not be liable for any products repaired or replaced without prior written consent from MoistureShield

Upon receipt of a claim under this warranty, MoistureShield 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.

SETTLEMENT OF CLAIM

Acceptance of any refund or material replacement by MoistureShield 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

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 or emailing mscustomerservice@oldcastle.com

Please refer to customer information bulletin for proper installation information.

MoistureShield, a CRH Company 801 Jefferson St. Springdale, AR 72764