

MoistureShield Composite Decking Warranty

AUSTRALIAN CONSUMER LAW:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

COVERAGE:

MoistureShield, Inc./us (“MoistureShield”) provides the following warranty in relation to its composite decking used in decking construction. For clarity, this warranty only applies to the MoistureShield products known as Vantage, Elevate, Meridian and Vision (the **“Products”**).

The benefits of this warranty are in addition to any rights and remedies imposed by Australian law. Nothing in this warranty is to be interpreted as excluding, restricting, or modifying any applicable law which cannot be excluded, restricted or modified (such as the Australian Consumer Law).

If you obtain a remedy against us under the Australian Consumer Law, then you will not be entitled to make a separate claim regarding that same matter under this warranty.

This warranty covers decks installed within Australia only.

EFFECTIVE DATE:

This warranty is in effect for products installed after January 25, 2021.

MAKING A CLAIM:

You must comply with all of the following requirements in order to make a claim under this warranty:

- (1) you must be either:
 - (a) the original purchaser of the relevant products; or
 - (b) only in the case of residential decking construction on an individual residential premises not used for any commercial purpose, the first appropriately registered transferee of the residence on which the relevant products are installed;
- (2) the original purchaser of the relevant products must have activated this warranty within 90 days of purchase of the products by registering online at www.MoistureShield.com/warranty;
- (3) if the residence on which the relevant products are installed are transferred, the transferee must activate this warranty within 90 days of the relevant transfer taking place by registering online at www.MoistureShield.com/warranty;
- (4) you must provide written notice to MoistureShield (in accordance with the ‘Contact Us’ heading below) within 30 days after discovering any claimed defect or failure covered by this warranty and before beginning any permanent repair. When submitting a claim, the notice must:
 - (a) describe the location and details of the defect and such information as is necessary for MoistureShield to investigate the claim;
 - (b) contain photos of the product showing the defect or failure; and



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- (c) contain a proof of purchase (including the date and location purchased, along with the purchase invoice to show the relevant products that have been purchased to cover the material in the claim), and
- (5) if making a claim relating to stain resistance:
 - (a) you must try to clean the affected area of the deck by using soap and water or mild household cleaners after no more than one week of exposure to the food or beverage to the decking or first appearance of mould or mildew;
 - (b) if the decking remains reasonably unsatisfactory after cleaning procedures, you must have the stain professionally cleaned at your expense; and
 - (c) if the stained area remains unsatisfactory after the professional cleaning, you must make a claim under this warranty within 30 days after the professional cleaning.

CONTACT US:

Our contact details are:

Company: MoistureShield, Inc.
Address: 801 Jefferson Street, Springdale AR 72764, USA
Phone: 866-729-2378
Email: mscustomerservice@oldcastle.com
Website: <http://www.moistureshield.com>

If you believe that you have a claim against us arising from this warranty (e.g. in relation to products which have not complied with the standards set out in this warranty, for expenses or for anything else provided under this warranty), the appropriate process is for you to contact us using the details above and to provide all relevant information substantiating your claim relating to this warranty.

STRUCTURAL WARRANTY - RESIDENTIAL

The Warranty

The following applies to the products used in residential decking construction on an individual residential premises not used for any commercial purpose (**Residential Application**).

MoistureShield warrants to you in residential decking construction that the relevant products are, when used for its intended purpose and properly installed and maintained according to MoistureShield's published installation instructions:

- (1) to be free from defects in material and workmanship; and
- (2) to resist rot; and
- (3) to resist damage caused by insect or termite attacks.

(Residential Structural Warranty)



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For clarity: the products resist rot and insect damage, but they are not rot or insect-proof.

Term

The term of the Residential Structural Warranty is 50 years from the date you originally purchased the relevant products.

FADE AND STAIN WARRANTY - RESIDENTIAL ONLY

The Warranty

The following table provides details of the applicable fade and stain warranties available for Residential Application only, and their details are explained below with reference to each product (**Fade and Stain Warranty**). The Fade and Stain Warranty does not apply to Commercial Applications.

Product	Structural Warranty	30 Year Fade and Stain	40 Year Fade and Stain	50 Year Fade and Stain
Vantage	50 Year			
Elevate	50 Year	✓		
Meridian	50 Year		✓	
Vision	50 Year			✓

Vantage (No Fade or Stain Warranty)

MoistureShield Vantage does not have a fade or stain warranty. The only warranty that applies to Vantage is the above Residential Structural Warranty.

Elevate

- (1) The term of the MoistureShield Elevate fade and stain warranty used in a Residential Application is 30 years from the date you purchased Elevate (**Elevate FS Warranty**).
- (2) Under the Elevate FS Warranty, MoistureShield warrants that that under normal use and service conditions Elevate will:
 - (a) not fade in colour from light and weathering exposure, as measured by a colour change of more than five Delta E (CIE) units. While Elevate is designed to resist fading, no material is fade proof when subjected to exposure of ultraviolet rays and the elements;
 - (b) resist permanent staining from food and beverage items that may be spilled onto the surface of Elevate, 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, provided that such substance is removed from Elevate with soap and water or mild household cleaners after no more than one week of exposure of the substances to the surface of Elevate.

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- (3) For clarity, MoistureShield does not warrant that Elevate is:
 - (a) stain-proof; and
 - (b) stain resistant resulting from spilled or otherwise applied food and beverage substances which are not adequately cleaned as provided above within one week of exposure.
- (4) The Elevate FS Warranty does not cover any staining or damage to Elevate 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.

Meridian

- (1) The term of the MoistureShield Meridian fade and stain warranty used in a Residential Application is 40 years from the date you purchased Meridian (**Meridian FS Warranty**).
- (2) Under the Meridian FS Warranty, MoistureShield warrants that that under normal use and service conditions Meridian will:
 - (a) not fade in colour from light and weathering exposure, as measured by a colour change of more than eight Delta E (CIE) units for the Meridian line. While Meridian is designed to resist fading, no material is fade proof when subjected to exposure of ultraviolet rays and the elements;
 - (b) resist permanent staining from food and beverage items that may be spilled onto the surface of Meridian, 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, provided that such substance is removed from Meridian with soap and water or mild household cleaners after no more than one week of exposure of the substances to the surface of Meridian.
- (3) For clarity, MoistureShield does not warrant that Meridian is:
 - (a) stain-proof; and/or
 - (b) stain resistant resulting from spilled or otherwise applied food and beverage substances which are not adequately cleaned as provided above within one week of exposure.
- (4) This Meridian FS Warranty does not cover any:
 - (a) staining or damage to Meridian 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; and
 - (b) staining or damage to Meridian decking products resulting from oil-based substances, including, but not limited to, sun lotion or spray, bug repellent lotion or spray, or other body lotions or body sprays.

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Vision

- (1) The term of the MoistureShield Vision limited fade and stain warranty used in a Residential Application is 50 years from the date you purchased Vision (**Vision FS Warranty**).
- (2) Under the Vision FS Warranty, MoistureShield warrants to you, that that under normal use and service conditions Vision will:
 - (a) not fade in colour from light and weathering exposure, as measured by a colour change of more than five Delta E (CIE) units. While Vision is designed to resist fading, no material is fade proof when subjected to exposure of ultraviolet rays and the elements;
 - (b) resist permanent staining from food and beverage items that may be spilled onto the surface of Vision, 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, provided that such substance is removed from Vision with soap and water or mild household cleaners after no more than one week of exposure of the substances to the surface of Vision.
- (3) For clarity, MoistureShield does not warrant that Vision is:
 - (a) stain-proof; and
 - (b) stain resistant resulting from spilled or otherwise applied food and beverage substances which are not adequately cleaned as provided above within one week of exposure.
- (4) The Vision FS Warranty does not cover any staining or damage to Vision 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.

WHAT WE WILL DO – RESIDENTIAL

First Year

If the relevant products fail to conform to the Residential Structural Warranty or the Fade and Stain Warranty, then during the first year after the relevant products are sold, MoistureShield will either:

- (1) replace the defective relevant products; or
- (2) reimburse you for all or a portion of the relevant products,

with the choice between the two options being at the sole discretion of MoistureShield.

After the First Year

For every year after the first year, any Structural Warranty payment or replacement described above under the 'First Year' heading shall be reduced by 2% of the original purchase price each year until the fiftieth year.



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By way of illustrative example: if you make a Residential Structural Warranty claim in year five of the Residential Structural Warranty period, the maximum eligible value of the warranty replacement materials or refund payment shall be the original purchase price reduced by 8% (2% multiplied by four years – years 2, 3, 4, and 5).

Structural Warranty Schedule									
Yr1 100%	Yr6 90%	Yr11 80%	Yr16 70%	Yr21 60%	Yr26 50%	Yr31 40%	Yr36 30%	Yr41 20%	Yr46 10%
Yr2 98%	Yr7 88%	Yr12 78%	Yr17 68%	Yr22 58%	Yr27 48%	Yr32 38%	Yr37 28%	Yr42 18%	Yr47 8%
Yr3 96%	Yr8 86%	Yr13 76%	Yr18 66%	Yr23 56%	Yr28 46%	Yr33 36%	Yr38 26%	Yr43 16%	Yr48 6%
Yr4 94%	Yr9 84%	Yr 14 74%	Yr19 64%	Yr24 54%	Yr29 44%	Yr34 34%	Yr39 24%	Yr44 14%	Yr49 4%
Yr5 92%	Yr10 82%	Yr 15 72%	Yr20 62%	Yr25 52%	Yr30 42%	Yr35 32%	Yr40 22%	Yr45 12%	Yr50 2%

For every year after the first year, any Fade & Stain Warranty payment or replacement described herein shall be reduced as described below based on the Warranty term.

30 Year Term		40 Year Term		50 Year Term	
Year of Claim	Prorated Warranty	Year of Claim	Prorated Warranty	Year of Claim	Prorated Warranty
0-10	100%	0-10	100%	0-10	100%
11-12	90%	11-13	90%	11-14	90%
13-14	80%	13-16	80%	15-18	80%
15-16	70%	17-19	70%	19-22	70%
17-18	60%	20-22	60%	23-26	60%
19-20	50%	23-25	50%	27-30	50%
21-22	40%	26-29	40%	31-34	40%
23-24	30%	30-33	30%	35-38	30%
25-26	20%	34-37	20%	39-42	20%
27-30	10%	38-40	10%	43-50	10%

STRUCTURAL WARRANTY - COMMERCIAL

The Warranty

The following applies to the relevant products used in commercial decking construction in locations where the products are installed that are:

- (1) not occupied exclusively by the single-family homeowner;
- (2) used for income-producing purposes; or



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- (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.

(Commercial Applications)

The warranty for Commercial Applications is made solely to the original owner of the structure and is not transferrable.

Neither the Fade and Stain Warranty nor the Residential Structural Warranty apply to Commercial Applications.

Term

The term of the commercial warranty is 20 years from the date the original commercial consumer purchased the relevant products unless MoistureShield (acting reasonably) determines that it is a high traffic commercial project. A high traffic commercial project includes a boardwalk, theme park, or other high traffic areas in which the commercial warranty is 10 years from the date of the original commercial consumer purchase.

WHAT WE WILL DO – COMMERCIAL

First Year

If the relevant products fail to conform to the Commercial Applications warranty, then during the first year after the relevant products are originally purchased, MoistureShield will either:

- (1) replace the defective relevant products; or
- (2) reimburse the commercial consumer for all or a portion of the relevant products,

with the choice between the two options being at the sole discretion of MoistureShield.

After the First Year

For every year after the first year, any warranty payment or replacement described above shall be reduced by the figures in the tables below depending on the relevant products application.

Year of Claim Prorated Commercial Warranty Scale

Year of Claim	Prorated Commercial Warranty
1	100%
2-6	75%
7-11	50%
12-16	25%
17-20	10%
21+	0%

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Year of Claim Prorated High Traffic Commercial Warranty Scale

Year of Claim	Prorated High Traffic Commercial Warranty
1	100%
2-4	50%
5-7	20%
8-10	10%
11+	0%

MATERIAL & JOB-SITE INSPECTION

You must inspect all materials carefully before installation. It is your sole responsibility to determine if the job-site conditions are environmentally acceptable and that the sub-structure system is adequate for the installation of the relevant products. To the fullest extent permitted by the law, MoistureShield will not be liable for any failure or problems associated with the relevant products resulting from sub-surface structural or environmental deficiencies or job-site damage after the relevant products have been installed.

INSTALLATION STANDARDS

The relevant products must be installed according to MoistureShield's published installation instructions and all building codes adopted by Federal, State or Local Governments or government agencies and applicable to the installation including all relevant provisions of the Building Code of Australia. Failure to properly install the relevant products per the MoistureShield published instructions, including proper gapping and spacing, may affect the relevant products performance and will void this warranty.

SPECIFIC EXCLUSIONS

In addition to conditions and exclusions elsewhere in this document, this warranty does not cover damage or defects resulting from or in any way attributable to:

- (1) the improper storage, handling or installation of the relevant products (including, without limitation, failure of the product to be installed in strict compliance with the terms and conditions outlined in this warranty) or improper installation of joists or other accessories;
- (2) improper gapping and spacing, including butting boards tightly together:
 - (a) recommended side-by-side gap spacing:
 - (i) standard decking installation gap spacing 3/16" minimum to 1/4" maximum;
 - (ii) marine decking installation reference your local building code;
- (3) neglect, such as failure to provide reasonable maintenance to prevent the accumulation of dirt, mildew, staining materials, pollution, exposure to chemical products, or incompatible cleaners;
- (4) abuse, such as vandalism, intentional damage, riot, or insurrection;

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- (5) misuse, such as construction debris;
- (6) repair or alteration;
- (7) settlement or shifting of the ground, foundation and/or:
 - (a) structural movement; and/or
 - (b) movement of materials to which the relevant products are attached;
- (8) incorrect design of the structure;
- (9) exceeding the maximum designed live loads bring 100 lbs/sq ft at 16”;
- (10) acts of god including, but not limited to, hurricanes, tornados, floods, hail, earthquakes, or other severe weather or natural phenomena;
- (11) specific to the fade and stain warranties, efflorescence or performance of paint/coatings applied to the product at any time, or lack thereof;
- (12) variations or changes in colour, including:
 - (a) fading;
 - (b) comparative discolouration of the decking due to the overlay of a rug, mat, or other item precluding uniform exposure of the decking to sunlight and other elements.
- (13) environmental conditions such as mould or mildew on decking surface;
- (14) 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;
- (15) staining from oil, grease, dirt (or other external substance) - MoistureShield does not warrant this product as stain proof;
- (16) normal weathering due to exposure to UV, sunlight, weather, and environmental hazards or conditions; and
- (17) any cause other than manufacturing defects attributable to MoistureShield.

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

This warranty does not cover decking donated or sold at auction.

REPLACEMENT PRODUCTS

Please note that replacement products may not be available in the future and will depend on the manufactured stock at the time of the claim under this warranty. Upon provision of replacement products where applicable, MoistureShield will provide replacement products from its then current range which are as close in nature to the original products as reasonably possible in satisfaction of its obligations under this warranty. There may be a slight colour variation between the original and any replacement products due to the effect of variations in materials over time.



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BUILDING CODES AND SAFETY REGULATIONS

You are solely responsible for determining the suitability of MoistureShield composite decking for its intended application, including whether the relevant products conform to applicable building codes, laws and regulations in the relevant area.

COSTS

This warranty covers the relevant products replacement components only and does not cover installation or replacement labour. For the avoidance of doubt, MoistureShield will not be responsible for costs and expenses incurred with the removal of the defective relevant products or the installation of the replacement relevant products.

You will be solely responsible for all expenses associated with a warranty claim, other than as expressly set out in this warranty.

If MoistureShield supplies replacement relevant products, the warranty period for the replacement relevant products will not extend beyond the original warranty period set out above and shall be subject to the same yearly prorated reduction in coverage as applies to the original relevant products.

MISCELLANEOUS ITEMS

When you make a claim under this warranty, you must provide a MoistureShield representative access to the relevant products for inspection during reasonable times.

MoistureShield will not be liable under this warranty 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 in order to make an assessment of the relevant claim.

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

Please refer to the customer information bulletin for proper installation information.

SETTLEMENT OF CLAIM

Acceptance of any refund or material replacement by MoistureShield pursuant to this warranty shall constitute a settlement and release of all relevant claims.