

## MoistureShield Composite Decking Limited Warranty

### **EFFECTIVE DATE:**

THIS LIMITED WARRANTY IS IN EFFECT FOR ALL MOISTURESHIELD DECKING PRODUCTS INSTALLED AFTER 1/4/2021. THIS LIMITED WARRANTY SETS FORTH BOTH THE STRUCTURAL WARRANTY COVERAGE AND FADE AND STAIN WARRANTY PROVIDED BY MOISTURSHIELD, INC. ("MOISTURESHIELD") IN CONNECTION WITH THE COMPOSITE DECKING PRODUCTS EXPRESSLY DESECRIBED HEREIN AND NO OTHER PRODUCTS.

### REGISTRATION

The original consumer purchaser may register online at www.MoistureShield.com/warranty to help facilitate claims made under this limited warranty. Registration is not required to activate warranty coverage.

# 50 YEAR LIMITED STRUCTURAL WARRANTY COVERAGE APPLIES TO VANTAGE, ELEVATE, MERIDIAN, & VISION

The structural limited warranty (the "Structural Warranty") for MoistureShield composite decking used in residential decking construction (the "Product") applies to the original consumer purchaser or the first subsequent owner registered transferee of the residence on which the Product is installed. This Structural 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.

The term of this Structural Warranty shall be fifty (50) years from the date of original purchase for a residential application. If the Product fails to conform to this Structural Warranty 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 2% of the original purchase price each year until the fiftieth year. 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 8% (2% times four years – years 2, 3,4, and 5).

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%

### YEAR OF CLAIM PRORATED STRUCTURAL WARRANTY SCALE



MoistureShield's replacement of the defective product or granting of a refund as described above in this Structural Warranty SHALL BE THE SOLE AND EXCLUSIVE REMEDY for any defect described in the first paragraph of this Structural Warranty. THIS STRUCTURAL 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 Structural 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 Structural Warranty is made solely to the original owner of the structure ("commercial owner") and not transferrable. The term of the commercial owner's Structural Warranty is 20 years. A high traffic commercial project such as a boardwalk, theme park, or other high traffic area will receive a 10 year commercial Structural Warranty. Fade and stain warranties do not apply to the commercial warranty.

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

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

### **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 Structural Warranty.



Product	Structural Warranty	30 Year Fade and Stain	40 Year Fade and Stain	50 Year Fade and Stain
Vantage	50 Year			
Elevate	50 Year	$\checkmark$		
Meridian	50 Year		$\checkmark$	
Vision	50 Year			$\checkmark$

### FADE AND STAIN WARRANTIES

The following described Fade and Stain limited warranty coverages (each a "F&S Warranty") for the Product used in residential decking construction (the product) applies to the original consumer purchaser or the first subsequent owner of the residence on which the Product is installed.

30 Yea	r Term	40 Yea	r 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%	14-16	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%	

#### 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 Structural Warranty.

#### Elevate 30 Year Residential Fade & Stain Warranty

MoistureShield warrants under normal use and service conditions:

(1) The Elevate 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 for the Elevate line. While the Elevate Product is designed to resist fading, no material is fade proof when subjected to exposure of ultraviolet (UV) rays and the elements.

(2) The Elevate Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Elevate 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, provided that such substance are removed from the Elevate 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 Elevate



Product. Notwithstanding the foregoing, MoistureShield does not warrant that the Elevate 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 F&S Warranty does not cover any staining or damage to the Elevate 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.

The above described Elevate Product F&S Warranty applies to residential decking installed within North America and has a thirty (30) year term from the date of the original consumer purchase. The Elevate F&S Warranty coverage shall be prorated from the original purchase price based on the year a warranty claim is made, as described in the above schedule.

#### Meridian 40 Year Residential Fade & Stain Warranty

MoistureShield warrants under normal use and service conditions:

(1) The Meridian 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 for the Meridian line. While the Meridian Product is designed to resist fading, no material is fade proof when subjected to exposure of ultraviolet (UV) rays and the elements.

(2) The Meridian Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Meridian 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, provided that such substance are removed from the Meridian 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 Meridian 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 F&S Warranty does not cover any staining or damage to the Meridian 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.

The above described Meridian Product F&S Warranty applies to residential decking installed within North America and has a forty (40) year term from the date of the original consumer purchase. The Meridian F&S Warranty coverage shall be prorated from the original purchase price based on the year a warranty claim is made, as described in the above schedule.

#### Vision Limited 50 Year Fade & Stain Warranty

MoistureShield warrants under normal use and service conditions:

(1) The Vision 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 Vision 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 Vision Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Vision 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, provided that such substance are removed from the Vision 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 Vision Product. Notwithstanding



the foregoing, MoistureShield does not warrant that the Vision 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.

The above described Vision Product F&S Warranty applies to residential decking installed within North America and has a fifty (50) year term from the date of the original consumer purchase. The Vision F&S Warranty coverage shall be prorated from the original purchase price based on the year a warranty claim is made, as described in the above schedule.

### **ORAL STATEMENTS**

A sales representative of MoistureShield may have made oral statements about any of the Products described in this limited warranty. Such statements are not warranties. This writing embodies the entire limited warranty of MoistureShield<sup>®</sup> 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 limited warranty does not cover damage or defects in any of the products 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; marine decking installation reference your local building code; WUI (SFM 12-7A-4A) compliant installations gap spacing 1/8" exact)
- recommended end-to-end butt joint: 1/8" minimum to 3/16" maximum to accommodate substructure movement due to changes in ambient moisture
- (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 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. If the laws of a particular state require terms other than or in addition to those contained in this limited warranty, this limited warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this limited warranty or any provision of this limited warranty or to prevent the imposition of fines, penalties or any liability.

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.

THE WARRANTIES AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES REMEDIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED, AND MOISTURESHIELD SHALL HAVE NO LIABLITY THEREFORE, NOTWITHSTANDING (1) MOISTURESHIELD'S ACTUAL KNOWLEDGE OF ANY INTENDED USE OF THE PRODUCTS, OR (2) ANY ADVICE OR REPRESENTATION THAT MAY HAVE BEEN RENDERED BY MOISTURSHIELD CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION, OR PROVISION OF THE PRODUCTS.

### 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 limited 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. Proof of purchase must also be submitted when submitting a claim.

#### If making a claim relating to stain resistance:

- Purchaser must try to clean affected area of the deck by using soap and water or mild household cleaners after no more than one (1) week of exposure to the food or beverage to the decking or first appearance of mold or mildew.
- If the decking remains reasonably unsatisfactory after cleaning procedures, then purchaser must have the stain professionally cleaned at purchaser's expense.
- If the stained area remains unsatisfactory after the professional cleaning, purchaser must make a claim under the limited warranty within thirty (30) days after the professional cleaning.

All claims under this limited warranty must be addressed to:

#### MoistureShield, Inc. 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 limited 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.

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.

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