

ENDECK® Woodland Series Limited Warranty



Eastern Metal Supply of Missouri, Inc. located at 2931 Elm Point Industrial Dr, Saint Charles, MO 63301 (“EMS” or “We”) extends this Limited Warranty with respect to its Endeck (Woodland Series) PVC decking products (the “Product”) purchased on or after January 1st, 2018. This Limited Warranty can also be found online at: www.Endeck.com

Who may use this Limited Warranty?

We extend this Limited Warranty only to the original purchaser of the Product (“You”). If You are the owner of a single family residence and purchase the Product for installation at that residence, We consider that use a “Residential Use.” If You purchase a Product for any use other than a Residential Use, including a purchase for commercial use, installation at condominiums, apartments, or other multi-family residences, or installation by associations (“Other Uses”), Your coverage under this Limited Warranty will be different as stated below. Except as expressly permitted under “Transfer of Limited Warranty for Residential Use,” no other person or company may use or make a claim under this Limited Warranty.

What is the period of coverage of this Limited Warranty?

This Limited Warranty begins on the date You purchase the Product from an authorized dealer (“Warranty Start Date”) and lasts for the applicable period of time specified in the next section titled “What does this Limited Warranty cover?” (the “Warranty Period”). A Warranty Period will not be extended if We repair or replace the Product or any part of the Product.

What does this Limited Warranty cover?

We warrant that during the applicable Warranty Period the Product will not crack, peel, splinter, split, cup, flake, delaminate, rot, or suffer structural damage from termites or fungal decay (“Structural Defects”).

Limited Warranty Period for Residential Use

• Limited Warranty for Structural Defects. The Warranty Period for Residential Use will continue for as long as You own and reside in the single family residence where You installed the Product.

Transfer of Limited Warranty for Residential Use. You may transfer Your Limited Warranty one time only within the first five years after the Warranty Start Date to the next owner of the single family residence where You installed the Product. The next owner of that residence will need the proof of purchase to obtain warranty service under this Limited Warranty. The Warranty Period for Residential Use by a subsequent owner to whom you have transferred Your Limited Warranty will continue until the earlier of the date upon which that subsequent owner no longer owns and resides in that single family residence or 15 years from the Warranty Start Date.

Limited Warranty Period for Other Uses

If You purchase a Product for Other Uses, the Warranty Period will be limited to 15 years commencing on the Warranty Start Date.

Transfer of Limited Warranty for Other Uses

If You purchase a Product for Other Uses, this Limited Warranty may not be transferred to any subsequent owner of the property where the Product was originally installed.

Limited Warranty Remedy

If the Product does not comply with the Limited Warranty during the Warranty Period, We will, at our election, repair the Product at our expense or supply to You free of charge a new or refurbished replacement Product or provide to you a credit of all of or a portion of the original purchase price of the non-conforming Product, excluding the cost of its initial installation, on the terms and conditions of this Limited Warranty. If We replace a Product, We will deliver the Product to one of our loading docks nearest to You. You will be responsible for all costs to load and ship the Product from our dock.

What is excluded from this Limited Warranty?

This Limited Warranty only covers defects in materials and workmanship and does not cover any of the following:

1. Any Product which is not purchased new
2. Any Product which is not purchased from an authorized dealer
3. Any modification to the Product or any damage caused by such modification
4. Slight variations in colour, grain, or streaking
5. Freight, labour, service, handling, or other costs or fees to remove any non-conforming Product or to install any replacement Product
6. Any damage to the Product caused by any of the following:
 - You or third parties
 - movements, settling, distortion, or collapse of the ground or support structure on which the Product is installed or improper ledger board attachment
 - accidents, fire, earthquakes, tornadoes, hurricanes, flood, lightening, natural disasters, “acts of God,” or other actions or events beyond the reasonable control of EMS
 - stains or spills of any kind from any foreign substances, including mildew or mold which has grown on the surface of the Product, sunblock or suntan lotion, paint, solvents, abrasive compounds, biocides, fungicides, metallic rust (including from fasteners), insect and fungicide spray, oils, petroleum products in aerosol or liquid form, concrete masonry products, air and water borne minerals, or fertilizers
 - any unauthorized repairs
 - improper handling (including during shipping), misuse, or physical abuse (including the use of shovels and other tools)
 - ordinary wear and tear
 - Direct or indirect contact with extreme heat (over 250 degrees Fahrenheit) from any source including reflected sunlight from low-emissivity (Low-E) glass
 - any failure to install, use, or maintain the Product in compliance with the EMS Installation Instructions which are available free from authorized Product retailers and online at www.Endeck.com, including any failure to follow the recommended use and installation instructions and any failure to follow the guidelines for proper cleaning and maintenance.
7. Any costs or expenses related to Your loss of use of the Product or any other costs or expenses not expressly covered by this Limited Warranty

What steps are You required to take to obtain warranty service?

To obtain service under this Limited Warranty, You must contact EMS at:

Eastern Metal Supply
Email: endeck@easternmetal.com
Phone: 704-391-2266
Web: www.Endeck.com
Mail: 2925 Stewart Creek Blvd. Charlotte, NC 28216

In order to be eligible for service under this Limited Warranty:

- You must submit your claim to Us within 30 days after You become aware of any non-conformance with our Limited Warranty and within the applicable Warranty Period; and
- You must provide to Us: (a) an original proof of purchase for the affected Product (in digital or physical form) in the form of the original sales receipt or a purchase confirmation, and (b) the name of the authorized dealer from whom You purchased the Product.

After You contact EMS, one of our customer support agents will guide You through the warranty service process. You will be asked to provide a detailed description of the claimed non-conformance with our Limited Warranty and photographs of the Product, and to undertake certain troubleshooting steps to determine whether Your claim is covered by this Limited Warranty. You must comply with these steps in order to be eligible for service under this Limited Warranty. At EMS' reasonable request, you must allow EMS representatives to inspect the Product where it is installed. After reviewing the information, EMS will make a determination regarding the validity of Your claim. If EMS determines that Your claim is valid, EMS will, at its election, provide one of the warranty remedies described in the section above titled "Limited Warranty Remedy." You will be responsible for removing any non-conforming Product and installing any replacement Product, including any labour, service, shipping, and handling fees and costs. If the Product is not available for any reason, EMS may provide a replacement product of comparable quality and price. The colour of a replacement Product may not match the colour of the original Product exactly.

How does Provincial law relate to this Limited Warranty?

This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from Province to Province, including those set out in the Quebec Consumer Protection Act, where applicable. The following paragraphs do not limit Section 10 of the Quebec Consumer Protection Act, if such section is otherwise applicable.

What are the other exclusions, limitations and terms of this Limited Warranty?

TO THE EXTENT PERMITTED BY, AND NOT PROHIBITED UNDER APPLICABLE LAW:

- ALL IMPLIED WARRANTIES AND CONDITIONS FOR OR RELATING TO THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD DESCRIBED ABOVE OR, IF SHORTER, THE IMPLIED WARRANTY PERIOD UNDER APPLICABLE LAW;
- EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, EMS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND ABOUT OR RELATING TO THE PRODUCT, INCLUDING THOSE OF OR RELATED TO THE PRODUCT'S MERCHANTABILITY, QUALITY, DURABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE;
- THE REMEDIES EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR AND IN RESPECT OF ANY BREACH OF OR DEFAULT RELATING TO ANY WARRANTY, CONDITION AND/OR REPRESENTATIONS OF ANY KIND INCLUDING THOSE OF OR RELATED TO THE PRODUCT'S MERCHANTABILITY, QUALITY, DURABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED AND WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION, CONDITION OR WARRANTY MADE BY EMS, OR ANY OTHER PERSON ON BEHALF OF EMS, EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS LIMITED WARRANTY;
- EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL EMS OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSSES WHATSOEVER, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFITS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ANY OTHER THEORY OF LIABILITY OR OTHERWISE, ARISING FROM OR RELATING TO THE PRODUCT OR ITS USE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT EMS OR ITS REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- NO DEALER, SALES REPRESENTATIVE, DISTRIBUTOR, RETAILER, OR AGENT HAS THE AUTHORITY OR RIGHT TO CHANGE, MODIFY, EXPAND OR OTHERWISE MAKE ANY ADDITIONAL WARRANTY;
- YOU ARE RESPONSIBLE FOR DETERMINING THE EFFECTIVENESS, FITNESS, SUITABILITY, AND SAFETY OF THE PRODUCT IN CONNECTION WITH ITS USE IN YOUR PARTICULAR APPLICATION AND FOR COMPLIANCE WITH ALL APPLICABLE SAFETY CODES AND ZONING REGULATIONS.; AND
- SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OR LIMITATION OF IMPLIED OR OTHER WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTIONS' LAW IS APPLICABLE TO THIS LIMITED WARRANTY, IN WHICH CASE EMS' WARRANTY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

You and EMS expressly agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

As the original purchaser of this Product you acknowledge that you have read this Limited Warranty, understand it and are bound by its terms and agree to provide this warranty to the original or subsequent owner of the structure into which the Product is installed.

EMS reserves the right to make changes to the Product from time to time without notice and will not be responsible if new or replacement products vary in colour, gloss, grain, or streaking from the original Product You purchased.

This Limited Warranty is valid in Canada.

English Language:

You and EMS expressly agree that this warranty, as well as all other documents relating to it, including all notices, have been and will be drawn up in both the French and English languages. Les parties aux presents confirment leur volonte que cette convention de meme que tous les documents, y compris tout avis, qui s'y rattachent, soient rediges en langues francais et anglaise.