



# Guardian Composite Decking 5 Year Commercial Limited Warranty

## What is Warranted and for How Long

Guardian Building Products Distribution, Inc. ("Guardian"), subject to the terms and conditions below, warrants that its Guardian Composite Decking and matching railing components ("Product") is free from manufacturing defects of any materiality when subject to normal and proper use and is manufactured in all material respects to Guardian's product specifications for a period of five (5) years from the date of purchase by the original commercial end-user. Liability under this warranty is limited, at Guardian's exclusive option, to Guardian replacing defective Product without charge at the place of Guardian's original delivery or, in the alternative, a refund of the original purchase price for such defective Product, subject to a pro-rated reduction after the first year. After the first year, the amount of purchase price refund or material replacement will be reduced pro rata based on the number of years remaining in the original warranty period. In those instances in which Guardian determines that only a portion of the Product manifests a defect, Guardian reserves the right to limit any replacement or refund to the portion of the Product that manifests the defect.

Labor charges or other costs incurred with removal or installation of either the original or replacement Product are not covered by this warranty. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replacement Product and will extend for the balance of the warranty period remaining at the time of replacement. Any Product considered to be defective should not be installed.

## Who is Covered

This warranty is granted solely to the original end-user commercial purchaser. It may not be transferred.

## How to make a claim

In the event you believe that Product fails to conform to this warranty, you must notify Guardian in writing at **Guardian Building Products, 979 Batesville Road, Greer, SC 29651, Attention: Composite Decking Claims Department**. Such notice must be made within sixty (60) days of the date the claimed defect was first discovered or reasonably could have been discovered. Notice must include a general description of the alleged defect, a picture of the defective Product, as well as proof of the date of purchase. Guardian may also require proof of property ownership. Guardian will then promptly inspect the claimed defect, or, at its option, may require that a sample of the allegedly defective product be shipped to Guardian. If such examination does disclose a defect covered by this warranty, Guardian will perform its obligations under this warranty to the extent of the Product that actually manifests defects. Guardian reserves the right to inspect any Product that is alleged to be defective prior to its removal from the customer or installation location. Guardian will not be liable for any actions or expenditures incurred prior to written acknowledgement of Guardian responsibility under this warranty.

## Limitations

This warranty is void under any of the following conditions:

1. The Product is stored, installed, or otherwise handled contrary to Guardian's product literature (including its installation guide and care and maintenance guide) or written instructions.
2. Movement, distortion, collapse or settling of the ground or structure in which the Product is installed.
3. The Product is damaged or a failure is caused by modifications not executed by Guardian, impact from foreign objects, lightning, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.
4. The Product is stained or otherwise damaged from foreign substances (such as improper cleaning solutions, oil, grease, etc.) or environmental conditions (such as mold, mildew, air pollution, etc.).
5. Any failure or damage caused by accessories (such as fasteners) affecting the Product not supplied by Guardian.
6. The Product is deliberately damaged or damaged by abuse, vandalism or improper use.
7. Any other cause not involving manufacturing defects in the Product.

Each purchaser of the Products is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from area to area. Each purchaser should consult local building and safety codes for specific requirements.

This warranty does not cover claims for (i) surface wear and scratches, or (ii) variations or changes in color in the Product. Guardian reserves the right to discontinue or modify any of its products, including the color, without notice to the purchaser, nor shall Guardian be liable in the event the replacement Product may vary in color or gloss in comparison to the original Product as a result of weathering or a change in the color or gloss of the Product. If Guardian replaces any Product under this warranty, it may substitute Product designated by Guardian to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

**GUARDIAN'S LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL GUARDIAN BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON. 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.**

No variation or change in this warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian.

This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada.