

# DURADEK™ 5 YEAR MEMBRANE WARRANTY

Duradek™ Ltd. guarantees to repair or replace any portion of the Duradek™ vinyl decking membrane, which leaks as a result of a manufacturing defect in the product within 5 (five) years from the date of its installation.

## TERMS, CONDITIONS & LIMITATIONS

1. The Duradek™ System must be installed by an approved Duradek Applicator following currently approved installation methods.
2. Owner shall notify Duradek Ltd. and the Applicator in writing of the need for any repairs covered herein promptly upon discovery and said repairs shall be commenced within a reasonable period of time after receipt of the said notice from Owner.
3. If there is a failure of the Duradek™ membrane within the scope of this warranty, Duradek Ltd. agrees to repair or replace, at its option, the affected portion of the Duradek™ membrane with the same (or similar) color, design or grade of material. Duradek Ltd. shall under no circumstance be liable for damage to the building or the contents of the building arising out of contract, tort or other action. No implied warranties extend beyond the term of this written warranty. No representative has authority to make any representations other than those stated herein.
4. To the extent allowed by the laws of each State or Province, the remedies provided under this warranty state the limit of Duradek Ltd.'s responsibility.
5. This warranty shall not be applicable to damage or loss caused in whole or in part by:
  - a. natural disasters, including but not limited to lightning, wind, hail, floods, earthquakes;
  - b. acts of vandalism, terrorism, negligence, misuse, abnormal usage or abuse;
  - c. repairs or alterations to the deck without written approval;
  - d. settling, warping, or the failure of the structure to which the Duradek™ System is attached;
  - e. problems arising from improper preparation of the substructure or the materials used in the construction of such surface;
  - f. infiltration or condensation or moisture in, through, around, or above the walls of the building;
  - g. failure of materials not approved or furnished by Duradek Ltd.;
  - h. ponding water caused by inadequate slope, improperly positioned drains or settling of the building;
  - i. failure of the structure to prevent ingress of wind, vapour diffusion or precipitation into the system;
  - j. growth of mold, fungus or spreading of bacteria.
6. Duradek Ltd. warrants the surface appearance of the membrane for 3 years (with the exception of Duradek Classic, Surcoaseal and Custom 45, which have a 2 year appearance warranty). Should the deck membrane, when installed and maintained in accordance with Duradek Ltd.'s recommendations demonstrate excessive discoloration, blotchiness or any other aesthetic shortcoming over and above its natural aging process, Duradek Ltd. shall replace or re-coat the affected area in the following manner:
  - a i. If the problem occurs on Duradek Supreme, Reflections or Heritage and is reported in writing to Duradek Ltd. within two (2) years of the installation date, the affected portion of the membrane (at Duradek Ltd.'s discretion) will be replaced (solid color products will be re-coated) at Duradek Ltd.'s expense.
  - ii. If the problem occurs on Duradek Classic, Surcoaseal or Custom 45 and is reported in writing to Duradek Ltd. within the first year of the installation date, the affected portion of the membrane (at Duradek Ltd.'s discretion) will be replaced (solid color products will be re-coated) at Duradek Ltd.'s expense.
  - b i. If the problem occurs on Duradek Supreme, Reflections or Heritage and is reported in writing to Duradek Ltd. after two (2) and within three (3) years of the installation date, Duradek Ltd. shall provide materials only for replacement (or re-coating if the surface is a solid color) and the customer will be responsible for the installation labor.
  - ii. If the problem occurs on Duradek Classic, Surcoaseal or Custom 45 and is reported in writing to Duradek Ltd. after the first year and within two (2) years of the installation date, Duradek Ltd. shall provide materials only for replacement (or re-coating if the surface is a solid color) and the customer will be responsible for the installation labor.
7. This warranty does not cover membrane appearance problems such as fading or discoloration resulting from, but not limited to: weathering; pedestrian traffic; misuse; neglect; hydrostatic pressure; fungus or bacterial growth; biodegradable matter; problems due to inadequate slope of the surface, improperly positioned drains, or building settling which results in ponding water; or nails, screws or substrate seams or cracks which become visible.
8. The following items, including but not limited to, are not the responsibility of Duradek Ltd. or the Applicator during the repair or re-coat process;
  - a. removal and replacement of siding, stucco, railings, hot tubs, planters, furniture, carpeting or any other materials either permanently or temporarily attached to the decking.
  - b. cleaning the deck; replacement of the vinyl or recoating may require the application of a sealer. It is the responsibility of the owner to provide a clean surface for maximum adhesion of the new surface.
  - c. color matching of the membrane.
9. Duradek™ Systems may require a sealant (caulking) in a number of areas. This sealant is subject to annual inspection and maintenance by the building owners. Neither Duradek Ltd. nor the Applicator are responsible for damages which are a result of the failure of the sealant, after the first complete year from the date of installation.
10. Duradek Ltd. and the Applicator reserve the right to suspend their obligations under this warranty if all bills for installation supplies and services have not been paid in full. Proof of purchase and payment must be presented to obtain warranty coverage.
11. The warranty is offered by both Duradek Ltd. and the Applying Contractor. Duradek Ltd. is responsible for any materials related problems. The undersigned Applying Contractor is responsible for the workmanship and will facilitate any necessary repairs.
12. The Applying Contractor guarantees that the work has been performed in accordance with the most current standards and specifications set out by Duradek Ltd. and is responsible for any workmanship related problems for a period of \_\_\_\_\_ years. The Applicator may offer an additional written warranty stating the scope of their responsibility.

Applying Company		Applying Company's telephone	
Applying Company's Address		Date of Installation	
Building Owner's Name & Address			
Building Address (if different than above)		Signature – Applying Company Rep.      Date	