



## 25-YEARS LIMITED RESIDENTIAL STAIN WARRANTY (ALSEK COLLECTION)

### STATEMENT OF WARRANTY

- ▶ This warranty is given to the original residential purchaser ("Purchaser") of Inteplast Group Ltd. ("IPG") TUFboard DECK of Alsek Collection (the "Product") and shall not be transferable. For purposes of this warranty, a residential Purchaser shall refer to a single-family residential homeowner.
- ▶ IPG warrants to Purchaser that, for a period of twenty-five (25) years from the date of original consumer purchase (the "Warranty Period"), under normal use and service conditions:
  - The Product will resist permanent staining throughout the Warranty Period from food and beverage items that may be spilled onto the surface of the 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 substances are removed from the 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 Product.
  - Notwithstanding the foregoing, IPG does not warrant that the 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.
  - All warranties are subject to the exclusions, limitations and restrictions set forth in the foregoing paragraph and below.

### STANDARD RESIDENTIAL LIFETIME LIMITED WARRANTY

This Warranty is in addition to the standard residential Lifetime Limited Warranty that applies to all TUFboard DECK products.

### EXCLUSION FROM WARRANTY COVERAGE

- ▶ Surface Damage: Never use metal shovels or sharp-edged tools to remove snow and ice on the surface of any TUFboard DECK product. If the surface of TUFboard DECK is damaged or punctured after the decking is installed, including as a result of contact with shovels or other sharp-edged tools, this warranty will be voided.
- ▶ Paint or Other Surfaces Applied to TUFboard DECK: Although TUFboard DECK does not need painting or staining to maintain its looks, it can be done. You can paint or stain TUFboard DECK to achieve a custom color, but it is not necessary for protection as is required with wood. However, if paint or other coating materials are applied to the TUFboard DECK surface, this warranty will be voided.
- ▶ Other Exclusions: IPG does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, condition or damages attributable to the following: (1) Product which was not installed in accordance with IPG's installation guidelines or installed in a less than workmanlike manner; (2) Product which has been structurally altered or damaged by fire, flood, lightning, windstorm, hurricane, earthquakes, tornado or other acts of God; (3) Product which has been put in unusual service, or used for purpose for which it was not designed originally; (4) Product which has not been properly stored or handled; (5) Product which has been damaged during shipment, storage, handling, or installation; (6) Product which has been damaged by movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed; (7) Product which has exposure to direct or indirect contact with extreme heat sources (over 250 degrees) that may damage the surface of the Product; (8) Product which has staining not on the surface of the Product (i.e., the underside or the ends of the Product); or (9) Product which has been damaged by ordinary wear and tear.
- ▶ Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Product in connection with its use in any particular application.

### CLAIMS

- ▶ Purchaser must do as follows in order to make a claim under this warranty:
  - 1. Attempt to clean the affected area of the Product by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the surface of the Product.
  - 2. If, after completing step 1 above, the affected area remains reasonably unsatisfactory, then Purchaser must have the affected area of the Product cleaned by a professional deck cleaner at Purchaser's expense.
  - 3. If, after completing steps 1 and 2 above, the affected area still remains reasonably unsatisfactory, Purchaser may make a claim under this warranty as provided herein, provided that such claim is made within thirty (30) days after the professional cleaning is completed. Purchaser must, no later than the end of the Warranty Period, send to IPG proof of purchase, a description and photographs of the affected area(s) of the Product, and reasonable proof of compliance with the requirements set

forth above to the following address:

**Inteplast Group Ltd./World-Pak Division**  
9 Peach Tree Hill Rd.  
Livingston, NJ 07039  
Attn: TUFboard DECK

- ▶ After reviewing all information, IPG will make a determination regarding the validity of the claim submitted. If IPG determines that the Purchaser's claim is valid, IPG will, at its sole option, either replace the affected item or refund the portion of the purchase price paid by the Purchaser for such affected item (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but IPG does not guarantee an exact match as colors and designs may change.
- ▶ If Purchaser makes a valid warranty claim hereunder during years eleven (11) through twenty-five (25) of the Warranty Period, then Purchaser's recovery will be prorated as indicated below. If IPG is providing replacement material, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim; if IPG is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

### PRORATED WARRANTY SCHEDULE

Years Since Purchase	Percent of Coverage for Defective Material
0-10	100%
11-13	80%
14-16	60%
17-19	40%
20-22	20%
23-25	10%

- ▶ This Warranty shall not cover, and IPG shall not be responsible for, costs and expenses incurred with respect to the removal of affected Product or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

### LIMITATIONS

- ▶ Disclaimer of Warranties: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN AND IN THE IPG LIFETIME LIMITED RESIDENTIAL WARRANTY, IPG MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION.
- ▶ Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.
- ▶ Limitation of Remedies and Exclusion of Consequential and Incidental Damages: IPG'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL IPG BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. IPG'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.
- ▶ 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. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.
- ▶ Miscellaneous: This warranty is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by IPG and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and IPG shall not be bound by any such statements other than those contained in this warranty.
- ▶ This warranty shall only be applicable and enforceable in the United States of America and Canada.
- ▶ This warranty is effective for purchases by residential purchasers made on or after August 1, 2012.
- ▶ For further information regarding the TUFboard Deck Stain & Fade Warranty, please contact:

**TUFboard Deck Customer Service Dept.**  
Phone #: 877-977-2386 / Fax #: 800-889-8807  
E-mail: [tufboard@inteplast.com](mailto:tufboard@inteplast.com)

