

## FIBERON COMMERCIAL LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR FIBERON PRODUCT. THIS WARRANTY IS A BASIS OF THE BARGAIN AND PURCHASE OF THE FIBERON PRODUCT AND SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF FIBERON. PURCHASE AND USE OF THE FIBERON PRODUCT CONSTITUTES ACCEPTANCE OF AND AGREEMENT TO THESE TERMS. SECTION 5 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH FIBERON.

### 1. WARRANTY

- a. Fiber Composites LLC, individually and doing business as Fiberon (“Fiberon”) warrants to the original purchaser (“Purchaser”, “you” or “your”) that for the Warranty Period set forth below the following Products (“Fiberon Product”) shall remain free from material manufacturing defects, and under normal and proper service conditions will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay, when installed, used and maintained in an above-ground application and in accordance with Fiberon’s written instructions.

#### 10-year Limited Warranty

The term of this Limited Warranty (“Warranty Period”) for the Fiberon Product listed below shall be ten (10) years from the date of original purchase by or for a commercial application for a commercial purchaser as long as they own the property upon which the material was installed.

Decking: Fiberon® Paramount™ Decking, Fiberon® Horizon® Decking, Fiberon® Pro-Tect® Decking, Fiberon® ProTect Advantage™ Decking, Fiberon® Sanctuary® Decking, Fiberon® Good Life™ Decking, Fiberon® Terranova® Xtreme Decking, Fiberon® Terranova® Xtreme Wide Decking, Fiberon® Terranova® Europa Decking, Fiberon® Terranova® Exotics Decking, Fiberon® Terranova® Decking

#### 5-year Limited Warranty

The term of this Limited Warranty (“Warranty Period”) for the Fiberon Products listed below shall be five (5) years from the date of original purchase by or for a commercial application for a commercial purchaser as long as they own the property upon which the material was installed.

Decking: Fiberon® Classic Decking, Fiberon® Professional Decking (Europe)  
 Railing: Fiberon® Horizon® Railing, Fiberon® Fiberail® Railing  
 Fasteners: Fiberon® branded Hidden Fasteners as listed on [www.fiberondecking.com](http://www.fiberondecking.com)

- b. Fiberon warrants to the Purchaser that for the Warranty Period set forth below, Fiberon Products shall remain free from manufacturing defects when installed and maintained according to Fiberon’s written instructions.
- c. In the event of a failure or other nonconformity of the Fiberon Product or Fiberon Fastener when installed, used and maintained as described above, Fiberon will replace the nonconforming item as set forth in Section 2 below.
- d. The limited warranty set forth in this document is the only warranty (whether written or oral, express or implied) Fiberon makes for your Fiberon Product or Fiberon Fasteners; it is subject to all terms and conditions stated herein and no one (including but not limited to a Fiberon dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. Fiberon makes no other representation, guarantee or warranty. No one is authorized to make representation, guarantee or warranty on Fiberon’s behalf, and Fiberon shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Fiberon Product or Fiberon Fastener other than as expressly stated in this Limited Warranty. THIS LIMITED WARRANTY COMPRISES FIBERON’S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH FIBERON PRODUCTS OR FIBERON BRANDED FASTENERS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED WILL EXPIRE WITH THE TERM OF THIS LIMITED WARRANTY. FIBERON EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL FIBERON BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL LIMITED TO THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

**2. WARRANTY CLAIM PROCEDURE**

- a. To make a warranty claim, the Purchaser must send a copy of this warranty document, copy of original proof of purchase, and photos of the issue to the address below. Such proof of purchase must be from an authorized Fiberon Product dealer and must show (1) the date of the purchase and (2) that sufficient Fiberon Product has been purchased to cover the number of lineal feet claimed to be damaged. All warranty claims must be received by Fiberon within the Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the Fiberon Product or Fiberon Fastener.
- b. Send Claims and Notices to:

Fiberon  
Consumer and Technical Support Department  
181 Random Dr.  
New London, NC 28127  
Phone 844-226-3958 | Fax 704-463-1750 | email info@fiberondecking.com

- c. Upon discovering a possible defect of the Fiberon Product or Fiberon Fastener, Purchaser must make temporary repairs or cordon off the area at the Purchaser's expense to protect all property and persons that could be affected. If needed, the Purchaser must allow Fiberon to enter the property into which the Fiberon Product or Fiberon Fastener is installed to inspect the nonconforming Product. Fiberon must have made a determination on the warranty claim before any permanent repairs or removal of materials may be undertaken. No Products shall be returned to Fiberon unless directed and authorized by Fiberon in writing to do so. Any removal or disposal of defective Products shall be at Purchaser's expense.

**3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS**

- a. **Purchaser's Sole Remedy.** Purchaser's sole remedy, and Fiberon's sole liability, for any claim whatsoever relating to the Fiberon Product, including without limitation, any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Fiberon Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability or otherwise) or any claims that the Fiberon Products failed to perform as warranted above, is and shall be the replacement of the defective Fiberon Product with new Fiberon Product in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein. Replacement Fiberon material will be as close in color, design and quality to the original installation as reasonably possible, in Fiberon's discretion and determination, but Fiberon does not guarantee an exact match as colors and designs may change. Additionally, Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. Fiberon may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective Product.

<b>Prorated Limited Warranty Schedule</b>		
<b>Recovery</b>	<b>5-Yr Commercial</b>	<b>10-Yr Commercial</b>
	<b>Year of Claim</b>	<b>Year of Claim</b>
100%	1 year	0-5 years
80%	2 years	6 years
60%	3 years	7 years
40%	4 years	8 years
20%	5 years	9 years
10%	-	10 years

**b. Exclusions and Limitations of Certain Damages.**

In no event will Fiberon be liable for any incidental, special, indirect or consequential damages resulting, directly or indirectly, from any defect in the Product supplied, including but not limited to, damage to property. Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you.

In addition, Fiberon shall not be liable for installation, removal or reinstallation costs or for any indirect, punitive, exemplary or consequential damages of any kind, nor shall Fiberon be liable for any loss of use or loss of value of the property (or any part thereof) where the Fiberon Product is installed. Fiberon does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Fiberon Products and/or failure to abide by Fiberon's written instructions and any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping; (2) use of Fiberon Products beyond normal use or in an application not recommended or permitted by Fiberon's written instructions and applicable laws and building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Fiberon Products are installed; (4) Defects in or failure arising from decking structure

resulting from water caused by improper installation, workmanship, maintenance or repair; (5) any Act of God (including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.); (6) discoloration, fading, spotting or staining from or caused by mold, mildew, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (7) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces; (8) the application of improper paints, stains, surface treatments or other chemical substances including but not limited to non-recommended cleaners or pesticides; (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Fiberon Products; (10) climate change or any other cause beyond the control of Fiberon; (11) variations or changes in color of Fiberon Products; (12) improper handling, maintenance, storage, abuse or neglect of Fiberon Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; or (15) any fasteners not supplied or approved by Fiberon.

No warranty is given with respect to fasteners other than the Fiberon branded fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer.

**c. Additional Terms and Limitations.**

The suitability of the Fiberon Products for Purchaser's property for the installation and use of the Fiberon Products, including but not limited to whether the Fiberon Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property, is the responsibility of the Purchaser and/or its design professionals, and not that of Fiberon. Fiberon does not provide architectural or engineering services. Fiberon makes no express or implied warranty or representation as to the suitability of the Fiberon Products for, or actual performance, capabilities or operation of the Fiberon Products at, Purchaser's property or under the conditions of Purchaser's use.

Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, are void if any one or more of the following applies or occurs: (i) the Fiberon Product is not installed, maintained and/or used strictly in accordance with Fiberon's written instructions, and all applicable laws, codes and regulations; (ii) misuse of the Product, whether foreseeable or unforeseeable; (iii) failure of proper and timely maintenance or repair; (iv) failure to provide timely notice to Fiberon of any failure or defect of the Fiberon Product; or (v) use of fasteners other than the Fiberon branded fasteners or approved hidden fasteners listed on [www.fiberondecking.com](http://www.fiberondecking.com) if it is determined that deck board failures resulted from the use of non-approved fasteners.

**4. BINDING ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES**

This section applies to any dispute between you and Fiberon relating to your Fiberon Product. "Dispute" will be given the broadest possible meaning allowable under law.

**4.1. Notice of Dispute.** In the event of a dispute, you must give Fiberon a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Fiberon, Consumer and Technical Support Department, 181 Random Dr. New London, NC 28127. You will attempt to resolve any dispute with Fiberon through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you may commence arbitration.

**4.2. Small Claims Court.** You may also litigate any dispute in small claims court in your county of residence, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

**4.3. BINDING ARBITRATION. IF YOU AND FIBERON DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION OR IN SMALL CLAIMS COURT, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.**

**4.4. CLASS ACTION WAIVER.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Fiberon will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

**4.5. Arbitration Procedure, Costs, Fees and Incentives.** Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and in many cases its Supplementary Procedures for Consumer-Related Disputes. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. In any dispute seeking less than \$10,000 in damages, Fiberon will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees if you are the prevailing party. You agree to commence arbitration only in your county of residence or New London, NC.

**5. CHOICE OF LAW**

North Carolina law shall govern the interpretation of this Limited Warranty and any claim that Fiberon has breached it, regardless of conflict of law principles.