

# FIBERON STAIN AND FADE PERFORMANCE 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 COVERAGE.

Fiber Composites LLC, individually and doing business as Fiberon ("Fiberon") warrants the stain and fade resistance of Fiberon Decking products when properly installed and used as decking in residential applications. This warranty applies only to Fiberon decking products listed below and manufactured by Fiberon and is extended to the original homeowner (Purchaser), as long as they own the residence upon which the decking materials are installed.

**25-Year Coverage:** Fiberon® Horizon® Decking, Fiberon® ProTect Advantage™ Decking, Fiberon® ProTect® Decking, Fiberon® Sanctuary® Decking, Fiberon® Good Life™ Decking

**20-year Coverage:** Veranda® ArmorGuard® Decking, Fiberon® Terranova® Xtreme Decking, Fiberon® Terranova® Xtreme Wide Decking

**Stain Resistance:** Fiberon warrants that the Fiberon Products named above are and will be from the date of residential consumer purchase for the term coverage stated above, resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a residential deck, provided that the Fiberon Products were installed, cared for and maintained in accordance with the Fiberon written instructions, the Fiberon Care and Maintenance Instructions found on [www.fiberondecking.com](http://www.fiberondecking.com) and the conditions stated above.

**Fade Resistance:** Fiberon warrants that the Fiberon Products are and will be, from the date of residential consumer purchase for the term coverage stated above, resistant to color change from light and weathering exposure as measured by color change in excess of 5 Delta E (Hunter) units provided that the Fiberon products were installed, cared for and maintained in accordance with the Fiberon written instructions and the Fiberon Care and Maintenance instructions found on [www.fiberondecking.com](http://www.fiberondecking.com) and the conditions stated below.

**Exclusions from/Voiding Stain and Fade Warranty Coverage:** Fiberon does not warrant its Fiberon Products to be stain or fade proof. When installed, cared for and maintained properly in the residential exterior deck environment, Fiberon Decking products provide stain and fade resistance. However, no material is stain or fade proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.

Without limitation on any other provision of this Limited Warranty, Fiberon does not warrant for stain resistance resulting from spilled or otherwise applied substances that are not properly cleaned with soap and water or mild household cleaners immediately.

All warranties are void and excluded in their entirety in any of the following events:

- Failure to install, care for and maintain the Fiberon Products in accordance with the Fiberon written instructions, and the Fiberon Care and Maintenance instructions found on [www.fiberondecking.com](http://www.fiberondecking.com) and the conditions stated below voids all warranties in their entirety.
- Use of abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items will damage the Fiberon Products and voids all warranties in their entirety.
- Direct or indirect contact with the Fiberon Products of extreme heat sources (over 250 degrees) voids all warranties in their entirety.
- Damaging, gouging, scraping or puncturing the surface of the Fiberon Products voids all warranties in their entirety.
- Paint or applying other coating materials to Fiberon Products voids all warranties in their entirety.

Compliance with the Fiberon Care and Maintenance Instructions is required and a condition precedent to any warranty or warranty claim. Without limitation on any other provision of this Limited Warranty to qualify for coverage, you must have tried cleaning the affected area of your deck using the instructions indicated within this document and within the Care and Maintenance Instructions provided online at [www.fiberondecking.com](http://www.fiberondecking.com). If the affected area still remains unsatisfactory after you have tried these cleaning procedures, then you must have the affected area of your deck professionally cleaned at

your expense. If the affected area remains unsatisfactory after the professional cleaning, you must contact Fiberon Consumer and Technical Support (800-573-8841) and provide proof of the professional cleaning within 30 days of the professional cleaning.

**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 branded fastener.
- b. Claims and Notices must be sent 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, 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 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.

Prorated Stain and Fade Limited Warranty Schedule		
Recovery	20-Yr Residential	25-Yr Residential
	Year of Claim	Year of Claim
100%	0-10 years	0-10 years
80%	11-12 years	11-13 years
60%	13-14 years	14-16 years
40%	15-16 years	17-19 years
20%	17-18 years	20-22 years
10%	19-20 years	23-25 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.

**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 installation, maintenance and use 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 it's 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.