



LIMITED INTERNATIONAL WARRANTY

HYPERION
DECKING
FRONTIER

EnviroBuild Materials Ltd ("EnviroBuild") warrants to the original purchaser ("Purchaser") that, for the period of twenty five (25) years from the date of original purchase for a residential application, and fifteen (15) years from the date of original purchase for a commercial application, under normal use and service conditions that: Hyperion Decking (formally DURATRAC Decking) Frontier range ("Frontier") products shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. In addition, Frontier products shall not fade in colour and shall be resistant staining as set out below:

Frontier products shall not fade in colour from light and weathering exposure as measured by colour change of more than 5 Delta E (CIE) units. Frontier products are designed to resist fading. No material is fade proof when exposed to years of UV exposure and the elements. Frontier products are designed to resist fading, and will not in any event fade by more than 5 Delta E (CIE) units.

Frontier products shall be resistant to permanent staining resulting from spills of food and beverage items including ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbeque sauce, grease, sodas and other food and beverage related items that would typically be present on a residential deck, or mould and mildew naturally occurring in the environment, provided that such substances are removed from Frontier products with soap and water or mild household cleaners after no more than one (1) week of exposure of the food or beverage to the surface or first appearance of the mould and mildew. Notwithstanding the foregoing, EnviroBuild does not warrant that Frontier products are 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, materials not covered in the stain resistant warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including but not limited to, biocides, fungicides, plant food, or bactericides. Mould and mildew can settle and grow on any outdoor surface, including Frontier products. You should periodically clean your deck to remove dirt and pollen that can feed mould and mildew. This warranty does not cover mould and mildew which is not properly cleaned as provided above within one (1) week of first appearance.

If a Purchaser discovers a defect in the Frontier product within the warranty period, the Purchaser shall notify EnviroBuild in writing to the following email address: info@envirobuild.com. If the Purchaser is making a claim relating to the warranty on stain resistance, Purchaser must do as follows:

- (a) Purchaser must try to clean the affected area of the deck by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the Product or first appearance of the mould and mildew.
(b) If the affected area remains reasonably unsatisfactory after Purchaser has tried these cleaning procedures, then Purchaser must have the affected area of the deck professionally cleaned at Purchaser's expense.
(c) If the affected area remains reasonably unsatisfactory after the professional cleaning, Purchaser may make a claim under this warranty, provided that such claim is made within thirty (30) days after the professional cleaning.

EnviroBuild reserves the right to request additional information in connection with the warranty claim. If EnviroBuild determines the Purchaser's claim is valid upon confirmation by an authorized EnviroBuild representative of the defect, EnviroBuild's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item, as set out below (not including the cost of its initial installation or delivery). This warranty shall not cover and EnviroBuild shall not be responsible for costs and expenses incurred with respect to the removal of defective Frontier products or the installation of replacement materials, including but not limited to labour and delivery. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

For purposes of this warranty, a 'residential application' shall refer to an installation of the Frontier product on an individual residence, and a 'commercial application' shall refer to any installation of the Frontier product other than on an individual residence. If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser's recovery will be prorated as indicated below. If EnviroBuild is providing replacement materials, it may elect to replace the percentage listed below of Frontier products; if EnviroBuild is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of the Frontier products.

Table with 4 columns: Residential Applications (Time After Original Purchase, Percentage Refunded) and Commercial Applications (Time After Original Purchase, Percentage Refunded). Rows show refund percentages from 100% to 0% over time.



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Warranty transfer: for residential applications this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Frontier products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Frontier products were originally installed.

EnviroBuild does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of Frontier products and/or failure to abide by EnviroBuild's installation guidelines, including but not limited to improper gapping; (2) use of Frontier products beyond normal use and service conditions, or in an application not recommended by EnviroBuild's guidelines and local building codes; (3) direct or indirect contact with extreme heat sources (over 275 degrees) which may cause fading and may damage the surface of Frontier products (any effects of such exposure are expressly excluded from coverage under this warranty) (4) the surface of the Frontier product being damaged or punctured (never use metal shovels or sharp-edged tools to remove snow and ice on the surface of Frontier products) (5) paint or other coating materials being applied to Frontier products (6) movement, distortion, collapse or settling of the ground or the supporting structure on which Frontier products are installed; (7) any act of God (such as flooding, hurricane, earthquake, lightning, etc.) , environmental condition (such as air pollution, etc.) (8) improper handling, storage, abuse or neglect of Frontier products by Purchaser, the transferee or third parties; (9) any fading or staining not on the walking surface of the Product (i.e., the underside or the ends of the Product); (10) any products that have not been paid in full; or (11) ordinary wear and tear.

No person or entity is authorized by EnviroBuild to make and EnviroBuild shall not be bound by any statement or representation as to the quality or performance of Frontier products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by EnviroBuild and Purchaser.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, ENVIROBUILD 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. UNDER NO CIRCUMSTANCES WILL ENVIROBUILD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (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 SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND ENVIROBUILD'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.

The exclusion or limitation of incidental or consequential damages is not allowed in some nations, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from nation to nation. Consumers have legal rights under applicable national legislation governing the sale of consumer goods. This warranty does not affect those rights.

This warranty was updated on 20th June 2016 and any variations are only valid on Frontier sales after this date.

