



## RENEW® Plastics Limited Warranty

**PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR RENEW® PRODUCT. THIS WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF RENEW. PURCHASE AND USE OF THE RENEW PRODUCT CONSTITUTES ACCEPTANCE OF AND AGREEMENT TO THESE TERMS.**

### **1. LIMITED WARRANTY**

N.E.W. Plastics Corp. ("Manufacturer") warrants to the original purchaser ("Purchaser", "you" or "your") that for the Warranty Period set forth below **RENEWMax™ Decking, EVOLVE® Plastic Decking, RENEW Decking, TRIMAX® Structural Lumber** ("RENEW Products") under normal and proper service conditions, shall remain free from material manufacturing defects and will not splinter, delaminate, or suffer structural damage from termites, dry rot, fungal or bacterial decay, when installed, used and maintained in an above-ground, application and in accordance with RENEW's written installation guidelines.

For purposes of this warranty, a "residential application" shall refer to an installation of the Product on an owner-occupied residence, and a "commercial application" shall refer to any installation of the Product other than on an owner-occupied residence.

### **3. WARRANTY PERIOD**

The term of this Limited Warranty ("Warranty Period") for the RENEW Product listed above shall be twenty-five (25) years from the date of original purchase by or for a residential application as long as the Original Purchaser owns the property upon which the RENEW Product was installed, or ten (10) years from the date of original purchase by or for a commercial application.

This Warranty may be transferred one (1) time, within the five (5) year period beginning on the date of original purchase, by the original Purchaser to the next owner of the property upon which the Product was originally installed. That next owner shall have all the same rights as the original Purchaser. Any other transfer voids this Warranty. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the RENEW products were originally installed.

### **4. REMEDIES FOR COVERED FAILURE OF RENEW PRODUCT**

If, within the Warranty Period, the RENEW Product that has been properly installed, used and maintained as described above, fails according to the warranty above, Manufacturer will replace the nonconforming item as Purchaser's sole remedy. Manufacturer's sole liability, for any claim whatsoever relating to RENEW Products, including without limitation any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of RENEW Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, or strict liability, statutes, or regulations, or otherwise) or any claims that the RENEW Products failed to perform as warranted above, is and shall be the replacement of the

defective RENEW Product with new RENEW Product, or such comparable product as Manufacturer may then produce, as the case may be, in an amount equal to the volume (lineal feet) of defective material as listed on the Prorated Warranty Schedule contained herein. Replacement RENEW material will be as close in color, design and quality to the original installation as reasonably possible, in Manufacturer's discretion and determination, but Manufacturer 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. Manufacturer may 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.

The Prorated Warranty Schedule is:

Year of Claim	Recovery Percentage
11*-15	50%
16-20	25%
21-25	10%

*The 11<sup>th</sup> year means the year beginning on the tenth (10<sup>th</sup>) anniversary of the original date of purchase, and so forth.*

### **5. ENTIRE WARRANTY/CONDITIONS, LIMITATIONS AND EXCLUSIONS OF WARRANTY**

The limited warranty set forth in this Limited Warranty is the only warranty (whether written or oral, express or implied) Manufacturer makes for your RENEW Product; it is subject to all terms and conditions stated herein and no one (including but not limited to a RENEW dealer, installer, reseller, agent or employee) is authorized to modify, expand, add to this limited warranty or make any representation, guarantee, warranty, or condition with regard to any RENEW Product other than as expressly stated in this Limited Warranty. Manufacturer makes no other representation, guarantee or warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT WILL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. MANUFACTURER EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL RENEW BE LIABLE FOR ANY DAMAGES OF ANY NATURE OR DESCRIPTION WHATSOEVER THAT EXCEED THE ACTUAL PURCHASE PRICE, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN. 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.

This Limited Warranty does not cover and Manufacturer shall not be liable for any installation, removal or reinstallation costs. Manufacturer does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of RENEW Products and/or failure to abide by Manufacturer's written installation guidelines and any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping; (2) use of RENEW Products beyond normal use or in an application not recommended or permitted by Manufacturer's written guidelines and applicable laws and building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which RENEW 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, in whole or in part, by mold, mildew, other fungal growth, organic materials, 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 that cause 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 paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides; (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the RENEW Products; (10) climate change, environmental conditions, or any cause beyond the control of RENEW; (11) variations or changes in color of RENEW Products; (12) improper handling, maintenance, storage, abuse or neglect of RENEW Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; or (15) any fasteners not supplied or approved by Manufacturer; (16) 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 deck use items; (17) direct or indirect contact with the RENEW Products of extreme heat sources (over 250 degrees) (18) damaging, gouging, scraping or puncturing the surface of the RENEW Products; and (19) painting or applying other coating materials to RENEW Products.

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

The suitability of the RENEW Products for Purchaser's property for the installation and use of the RENEW Products, including but not limited to whether the RENEW 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 Manufacturer or any RENEW dealer, installer, reseller, agent or employee. Manufacturer does not provide architectural or engineering services. Manufacturer makes no express or implied warranty or representation as to the suitability of the RENEW Products for, or actual performance, capabilities or operation of the RENEW Products at, Purchaser's property or under the conditions of Purchaser's use.

#### 6. HOW TO MAKE A WARRANTY CLAIM

To make a warranty claim, the Purchaser must send a copy of this warranty document, a copy of the original proof of purchase, and photos of the defective or nonconforming RENEW Product to the address below. Such proof of purchase must be from an authorized RENEW Product dealer and must show (1) the date of the purchase and (2) that sufficient RENEW Product has been purchased to cover the number of lineal feet claimed to be damaged. All warranty claims must be received by Manufacturer 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 RENEW Product.

Claims and Notices must be sent to:

RENEW Warranty Services  
RENEW Plastics  
P.O. Box 480  
Luxemburg, WI 54217-0480

Upon discovering a possible defect of the RENEW 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 Manufacturer to enter the property where the RENEW Product is installed to inspect it. Manufacturer 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 Manufacturer unless directed and authorized by Manufacturer in writing to do so. Any removal or disposal of defective products shall be at Purchaser's expense.

#### 7. CHOICE OF LAW

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

*Please register your warranty at [www.renewplastics.com](http://www.renewplastics.com). Manufacturer strongly suggests you register your warranty for quicker technical support and warranty service. RENEW Product registration is voluntary. Failure to register will not diminish your limited warranty rights.*

*Manufacturer respects your privacy. Manufacturer does not trade customer information. Just as important, you control how Manufacturer contacts you. We will collect your preferences at the end of warranty registration and we encourage you to view our complete online privacy policy at [www.renewplastics.com](http://www.renewplastics.com).*