

## GREEN PLANK<sup>®</sup> STAIN AND FADE PERFORMANCE LIMITED WARRANTY

**Green Plank AB** (hereinafter “**GREENPLANK**”) warrants to the original end user purchaser (“**Purchaser**”, “you” or “your”) that for the Warranty Period set forth below the following products (“Green Plank Product”) shall, under normal and proper service conditions, when properly installed, used, cared and maintained in an above-ground application and in accordance with Green Plank’s written and published installation and maintenance instructions. For purposes of this Limited Warranty, (a) the “original purchaser” means the individual or individuals who were the owners of the structure when the deck constructed of the subject Green Plank Product was installed, and (b) a “residential application” is an installation of the Green Plank Product on an owner-occupied residence.

### **25-year Limited Warranty**

The term of this Limited Warranty (“Warranty Period”) for the Green Plank Product listed below 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 Green Plank Product was installed.

**Decking:** SmartCap™

**Cladding:** PrimaCap™

### **LIMITED WARRANTY COVERAGE**

GREENPLANK warrants that the Green Plank Product 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 common food and beverage items including: wine, tea, coffee, fruit punch, soda, ketchup, mustard, salad oils, barbecue sauce and other food or beverage items that would typically be in use on a residential deck, provided that the Green Plank Product were installed, cared for and maintained in accordance with the GREENPLANK’s written instructions, the Green Plank Care and Maintenance Instructions found on [www.greenplank.eu](http://www.greenplank.eu) and the conditions stated above.

Materials not covered by the stain resistance warranty include but are not limited to abrasive compounds of acidic or basic pH, strong solvents, oil and water-based paints or stains, acetone, methylethylketone, mineral spirits, petroleum ether, toluene, xylenes, methylene chloride, metallic rust, spray sunscreen or other abnormal contact from items not connected with a residential deck. Additional items not covered under the stain-resistant warranty include substances such as non-food and non-beverage exposures. Some examples of these include, but are not limited to, fungicides, bactericides, biocides, plant food, animal and human stains from fluid and waste.

### **LIMITATIONS OF COVERAGE THIS WARRANTY DOES NOT COVER:**

(i) damages and defects resulting from the improper installation of Green Plank Product, including but not limited to, installation directly on top of or attached to a concrete slab, installation directly on the ground, installation on top of other decking, or any installation that does not provide for proper ventilation above, below, and to the side, or lack of proper slope to allow water flow away from the surface; (ii) damages resulting from defective fasteners, sub-structures or other components; (iii) defects or damages caused by accident, fire, flood, lightning, hurricane, tornado, sandstorm, earthquake or other acts of God, vandalism, misuse, abuse, harmful fumes, vapors or chemicals, settlement, structural shrinkage or distortion of the structure; (iv) defects resulting from the subsequent modification(s) of any Green Plank Product including the External modification of Green Plank Products (e.g. application of primers, paints or solvents to the Green Plank Product); (v) mold, mildew growth, fading, variations or changes in color or calking due to normal effects of environmental weathering (vi) exposure which is direct or indirect to heat which exceeds 180 degrees (including heat build up caused by Low E Glass reflection); (vii) improper installation of the product which does not follow either local building codes and (or) GREENPLANK’s installation instruction for Green Plank Products (viii) use of the product in non-residential applications; (ix) surface damage as a result of using shovels or sharp-edged tools to remove snow and ice on the surface of the product; (x) if the surface becomes punctured or damaged in any manner the twenty-five year stain and fade resistance warranty will be void. In addition, if paint, stains or other coating materials are applied to the Green Plank product this warranty is void.

Compliance with the GREENPLANK 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 the Care and Maintenance Instructions provided online at [www.greenplank.eu](http://www.greenplank.eu). 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 GREENPLANK Consumer and Technical Support (+46 40 450 560) and provide proof of the professional cleaning within 30 days of the professional cleaning.

If a defect occurs within the Warranty Period, the Purchaser shall notify GREENPLANK in writing and, upon confirmation by an authorized GREENPLANK representative of the defect, GREENPLANK’s sole responsibility shall be, at its option, to either replace the defective item, in an amount equal to the volume (linear meter) of defective material as listed on the Prorated Warranty Schedule

contained herein. Replacement Green Plank Product will be as close in color, design and quality to the original installation as reasonably possible, in

GREENPLANK's discretion and determination, but GREENPLANK does not guarantee an exact match as colors and designs may change. GREENPLANK 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 (not including the cost of its initial installation).

This warranty shall not cover and GREENPLANK shall not be responsible for costs and expenses incurred with respect to the removal of defective GREENPLANK products, any freight, labor or the installation of replacement materials.

The Warranty Period shall not be extended by any such replacements but the replacement Product shall continue to be covered during the remainder of the original Warranty Period. GREENPLANK reserves the right to discontinue production of any Green Plank Product. If a Green Plank Product has been discontinued or is for some other reason no longer available, GREENPLANK reserves the right to substitute another product of comparable function and quality for such Green Plank Product. GREENPLANK shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. In any dispute over the performance of the product, the purchaser shall have the burden of proof that the Green Plank Product was installed and maintained in accordance with the GREENPLANK's applicable instructions.

#### WARRANTY REGISTRATION

In order to validate your Warranty you must complete and mail the REGISTRATION CARD within 90 days after installation. A copy of the receipt from an authorized Green Plank AB's, Green Plank® Decking dealer or contractor and a photo of the project are required.

**Mail to:** Green Plank AB, Sadelgatan 9, SE-213 77 Malmö, Sweden    or    **eMail to:** info@GreenPlank.eu

#### CLAIM PROCEDURE

To make a claim under this Warranty to receive replacement product, the original owner must, within 30 days of actual constructive notice of damage covered under this warranty, prepare a letter that includes the following information:

- A list of the number of pieces and the size of each piece for which the claim is made
- Description of the claimed defect with pictures and proof of purchase, copy of the invoice, etc.
- Copy of validated Warranty Registration card Download
- Mail the above information to: Green Plank AB, Sadelgatan 9, SE-213 77 Malmö, Sweden

This Limited Warranty does not cover and GREENPLANK shall not be liable for any installation, removal or reinstallation costs. GREENPLANK shall not be liable for incidental, special, consequential or other similar damages arising from the breach of this warranty. In particular, the liability of GREENPLANK, if any, and the Purchaser's sole remedy for damages for any claim of any kind whatsoever, regardless of legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product with respect to which such claim was made.

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

**UNDER NO CIRCUMSTANCES WILL GREENPLANK BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND GREENPLANK'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.**

Pro-rated Limited Warranty Schedule				
Recovery	10 years Residential	15 years Residential	20 years Residential	25 years Residential
	Year of claim	Year of claim	Year of claim	Year of claim
100 %	0 – 3 years	0 – 5 years	0 – 5 years	0 – 5 years
80 %	4 years	6 – 7 years	6 – 8 years	6 – 8 years
60 %	5 years	8 – 9 years	9 – 10 years	9 – 10 years
40 %	6 - 7 years	10 – 12 years	11 – 13 years	11 – 15 years
20 %	8 years	13 - 14 years	14 – 16 years	16 – 20 years
10 %	9 - 10 years	15 years	17 – 20 years	21 – 25 years

This warranty shall only be applicable and enforceable in the country of Purchase. For further information, please visit [www.GreenPlank.eu](http://www.GreenPlank.eu)