

NATURES COMPOSITES™



organic building products

25-Year Limited Residential Fade and Stain Warranty TerraDeck Ultimate

RRM Composites LLC, a Colorado limited liability company (dba “Natures Composites), provides the following limited warranty:

What is Covered

Subject to the exclusions set forth below, this limited warranty (“Warranty”) covers defects in materials workmanship in products purchased from and sold by Natures Composites under the name TerraDeck Ultimate (the Product) if such defects adversely affect the Purchaser’s ability to use the Product under normal use and service conditions, Natures Composites also warrants to the original consumer purchaser (“Purchaser”) for the period of coverage, under normal use and service conditions, that Product will not check, splinter, rot, or suffer structural damage from termites.

Fade Resistance. The Product shall not fade in color from light and weathering exposure as measured by color change of more than 5 Delta E (CIE) units. The Product is designed to resist fading. No material is fade proof when exposed to years of UV exposure and the elements.

Stain Resistance. The Product is designed to resist permanent staining for a period of 25 years from the date of residential consumer purchase resulting from spills of food and beverage items including mustards, ketchup, wine, coffee, tea, fruit punch, sodas, salad oils, barbeque sauces, grease, and other food and beverage items that would be present on a residential deck. These spills of food and beverage items must be removed from the Product using soap and water or mild household cleaners immediately and no later than one week after exposure on the Product.

Materials not covered in the stain resist warranty include abrasive compounds of acidic or basic pH, strong solvents, paints or stains, metallic rust or abnormal residential deck use items, and non-food and non-beverage substances including but not limited to biocides, fungicides, plant food, or bactericides.

Period of Coverage

This warranty begins on the date of the Product is purchased (the “Purchase Date”) and expires (i) solely for the Product purchased and used for Residential Use, on the 25th anniversary of the date of the original purchase of the Product (“Purchase Date”) and (ii) with respect to Product purchased and used for Commercial Use, on the 5th anniversary of the Purchase Date. (each period for the Residential Use and Commercial Use, a “Warranty Period). This warranty is solely for the benefit of the original purchaser of the Product (the “Purchaser”); provided, however, that the warranty for Product purchased and used for Residential Use only may be transferred one time prior to the 5th anniversary of the Purchase Date to a subsequent buyer of the real property upon which such Product were originally installed and any such subsequent buyer shall be considered as a “Purchaser” for purposes of this Warranty. For purposes hereof, Commercial Use refers to an application for unrestricted public access (no fee), resisted public access (fee based admission or members), or a non-residential commercial enterprise, and Residential Use refers to an application solely for residential or home use. If the Product is repaired or replaced while this Warranty is in effect, the repaired or replaced Product will be warranted for the remaining applicable Warranty Period covering the original Product,

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Exclusions

This warranty does not cover defects, loss, damage, or malfunctioning of the Product resulting from: (a) use of the Product other than under normal circumstances, uses and service conditions and in a manner consistent with the application of the product as recommended by Natures Composites guild lines and applicable building codes, as interpreted solely by Natures Composites; (b) neglect, abuse, or misuse; (c) lack of proper service, maintenance, or cleaning; (d) accident, fire, flood, wind, lighting, deflection, or other acts of God, war, or other events beyond Natures Composites reasonable control; (e) improper handling, operation, transport, storage, or environmental conditions including mildew/mold; (f) unauthorized alterations or repairs, or use of unapproved parts in or with the Product; (g) improper or faulty installation; (h) damage that occurs during shipment; (i) any cosmetic damage including, but not limited to, exposed parts of the Product that are scratched or damaged and variations or changes in color (product may vary in color from production lot to production lot); or (j) collapse, distortion, movement or settling of the surface area or the supporting structure on which the Product is installed.

What Natures Will Do

If Product fails to meet this Warranty, Purchaser shall notify Natures Composites in writing within 30 days after discovering a possible defect issue of the Product, and before beginning any permanent repair work. Upon confirmation by an authorized Natures Composites representative of a defect covered by this Warranty, Natures Composites sole responsibility and Purchaser's sole and exclusive remedy shall be, at Natures Composites sole option, to either repair or replace the defective Product (with replacement Product that is as close as possible in color, design, and quality to the original installation, but we do not guarantee an exact match as colors and designs will change), or refund the portion of the original purchase price paid by the Purchaser for such defective Product (not including freight and labor, the cost of Natures Composites initial installation or replacement installation or costs and expenses incurred with respect to the removal of defective Product, all of which shall be the responsibility of the Purchaser). All replaced parts and Product will be deemed to be on an exchange basis and will become the property of Natures Composites.

If a valid claim is made during years eleven (11) through twenty-five (25) after the original purchase date, recovery will be prorated. If Natures Composites is providing replacement materials, it may elect to replace the percentage listed below of the Product otherwise meeting the requirements for a claim, or if it is refunding the purchase price, it may elect to refund the percentage listed below of the Purchase Price of the Product otherwise meeting the requirements of a claim.

Year of Claim	Percentage Recovery
11	80%
12	80%
13	80%
14	60%
15	60%
16	60%
17	40%
18	40%
19	40%
20	20%
21	20%
22	20%
23	10%
24	10%
25	10%

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Disclaimer

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND DESIGN. THEREFORE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HERIN. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY PRODUCT SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT OR A REFUND FOR THE PRODUCT UNDER TERMS DESCRIBED ABOVE. No customer representative, technician, representative, distributor, agent, or other person is authorized to change or otherwise modify this Warranty or assume any other liability on Natures Composites behalf.

NATURES COMPOSITES SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, LIABILITY, INCONVENIENCE, OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHERWISE. This warranty gives the Purchaser specific rights and is governed by the laws of the State of Wyoming. Purchaser may also have other rights, depending on the applicability of other states' laws, which may vary. Outside the USA, specific legal rights may vary depending on the country of the residence of the Purchaser.

How To Get Service

For a claim related to the warranty on stain resistance, Purchaser must do the following:

Purchaser must have tried cleaning the affected area of the deck using the cleaning procedures found herein. If the affected area remains unsatisfactory after you have tried these cleaning procedures, then you must have the affected areas professionally cleaned at your expense. If the affected area remains unsatisfactory after professional cleaning, please follow the steps listed below.

To make a claim under this Warranty, Purchaser must first notify Natures Composites in writing within 30 days of discovering a possible defect and within the applicable Warranty Period, with a specific description of the claimed defect (including photos of the defective Product) and the original proof of purchase (sales receipt) showing the original purchase date, and for a stain resistance warranty claim a copy of the professional cleaning receipt, to the following address:

Natures Composites
Attn: Claims Department
1302 Industrial Park Ave
Torrington, WY 82240

Upon confirmation by an authorized Natures Composites representative of a defect in Product covered by this Warranty, Natures Composites will notify the Purchaser to send the defective Product to Natures Composites.

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