

# **Lifetime Limited Warranty**

The following Inteplast<sup>®</sup> brand products manufactured by Inteplast Group Corporation (IPC), Inteplast<sup>®</sup> PVC Deck, Dock, Porch, Trim, and Moulding (exclude Prefinished Moulding), are backed by a lifetime limited warranty for single-family residential purchases and applications. For all other purchases and applications, including commercial use, condominiums and multi-family dwellings, this warranty shall be limited to a period of twenty (20) years. The warranty is limited to the lifetime of the original purchaser for as long as he/she owns the property on which the product is applied and shall not be transferable. If, due solely to manufacturing or material defects, the product is found during this warranty period to rot, delaminate, splinter, crack, split, excessively swell, or suffer structural damage from termites or fungal decay, IPC will, at its sole and absolute discretion, provide replacement product, repair the defective product, or refund a proportional part of the purchase price prorated over 30 years on residential purchases (20 years on commercial and non-residential purchases). In no instance will the cost of the remedy to IPC exceed the original purchase price of the affected product.

### Claims

In order to file a valid warranty claim, and before IPC's obligation under this warranty shall commence, the original purchaser must send proof of purchase, photographs of the defective Inteplast<sup>®</sup> product, and a written description giving full particulars within 30 days of discovering a defect believed to be covered by this warranty (and prior to beginning a repair or alteration) to:

#### Inteplast Group Corporation / World-Pak Division 9 Peach Tree Hill Rd.

Livingston, NJ 07039 Attn: Inteplast<sup>®</sup> Building Products

IPC reserves the right to investigate any claim arising under this warranty. As such, original purchaser shall make available for inspection by IPC or an appointed representative, the product believed to be defective.

#### **Exclusions**

The warranty is limited to the foregoing and shall NOT apply to: (1) product which was not installed in accordance with IPC's installation guidelines or installed in a less than workmanlike manner; (2) product which has been structurally altered or damaged by fire, flood, lightning, windstorm, hurricane, earthquakes, tornado or other acts of God; (3) product which has been installed or applied to a function or use other than the ordinary purposes for which it was intended; (4) natural effects under normal weathering of the surface (including fading, peeling or discoloring due to exposure to sunlight or weather conditions); (5) cost of labor, materials or the expenses incidental to the repair, removal, installation or replacement of the warranted product; (6) product which has not been properly stored or handled; (7) product which has been damaged during shipment, storage, handling, or installation; or (8) any applications of painting or coating to the Product.

## Warranty Amendment

This lifetime limited warranty shall not be altered or amended except by a written instrument signed by IPC and the Inteplast<sup>®</sup> purchaser. No Inteplast<sup>®</sup> dealer or other person or entity is authorized by IPC to make statements about Inteplast<sup>®</sup> products except those included in this warranty. Inteplast<sup>®</sup> shall not be liable for statements made by a third party in contravention or in addition to this warranty.

### Warranty Area Coverage

This warranty shall only be applicable and enforceable in the United States of America and Canada.

### Disclaimer

THIS WARRANTY IS THE EXCLUSIVE WARRANTY FOR Inteplast® PRODUCTS. THIS WARRANTY IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANT-ABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER APPLICABLE WAR-RANTIES EXPRESS OR IMPLIED. THE REMEDIES, AS SET FORTH IN THIS WARRANTY, ARE THE EX-CLUSIVE REMEDIES FOR PRODUCT DEFECTS. IN NO EVENT SHALL IPC BE LIABLE FOR ANY REMOTE, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAM-AGES OF ANY NATURE (INCLUDING THOSE FROM PERSONAL INJURIES OR PROPERTY DAMAGE), NO MATTER HOW ARISING; NOR SHALL IPC BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE ORIGINAL PURCHASE PRICE FOR MATERIALS FOUND TO BE DEFECTIVE. Some states do not allow the exclusion or limitation of special, incidental or consequential damages, so the foregoing may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Building code regulations vary from municipality to municipality and state to state. Therefore, each Inteplast® purchaser should consult local building and safety codes in order to meet any specific requirements. IPC is not liable for the installation of Inteplast® products that fail to meet applicable local building and safety codes.

## Inteplast<sup>®</sup> Building Products

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