



## Certificate of Limited Lifetime Warranty

By Manufacturer

Location: 79434 550th Avenue, Jackson, MN 56143

Last-Deck® Decking Product is Warranted Against Manufacturing Defects From Manufacturing For A Lifetime As Follows:

LAST-DECK, INC. WARRANTS THE ALUMINUM EXTRUDED MATERIAL USED FOR DECK PLANKING FOR THE PERIOD OF A LIFETIME AGAINST SPLITTING, CRACKING, WARPING, ROTTING AND SPLINTERING.

LAST-DECK, INC. WARRANTS THE POWDER COAT FINISH APPLIED TO ALUMINUM DECK PLANKING AGAINST DEFECTS IN MANUFACTURING INCLUDING SEPARATION OF FINISH, FLAKING AND PEELING FOR A TWENTY (20) YEAR PERIOD FROM THE DATE OF THE ORIGINAL BILL OF SALE OF PRODUCT TO THE PURCHASER, PRORATED AS FOLLOWS: DURING THE FIRST TEN (10) YEAR PERIOD FROM THE DATE OF ORIGINAL SALES ORDER, LAST-DECK, INC. WILL, AT IT'S OPTION, UPON DETERMINATION OF DEFECTS IN POWDER COAT FINISH, WILL REPAIR OR EXCHANGE ANY PORTION OF THE DECK PLANKING FOUND TO SHOW MANUFACTURING DEFECTS, BEYOND NORMAL WEAR, WITH NO COST TO THE PURCHASER, LESS FREIGHT AND LABOR EXPENSE. DURING THE ELEVENTH (11TH) THROUGH THE TWENTIETH (20TH) YEAR FROM THE DATE OF ORIGINAL BILL OF SALE LAST-DECK, INC. WILL, AT IT'S OPTION, UPON DETERMINATION OF DEFECTS IN POWDER COAT FINISH, WILL REPAIR OR EXCHANGE ANY PORTION OF THE DECK PLANKING FOUND TO SHOW MANUFACTURING DEFECTS, BEYOND NORMAL WEAR, BY PAYMENT BY HOMEOWNER OF 50% OF THE THEN CURRENT RETAIL PRICE OF THE DECK PRODUCT, PLUS FREIGHT AND LABOR EXPENSE TO BE PURCHASERS OBLIGATION. ALL WARRANTIES ARE SUBJECT TO ALL TERMS AND CONDITIONS NOTED WITHIN.

LAST-DECK, INC. DOES NOT WARRANT ANY DESIGN OF OR INSTALLATION MATERIALS FOR, UNDERCARRIAGE, STRUCTURAL FRAMING, SUPPORT, SUBSTRUCTURE, OR MATERIALS MANUFACTURED BY OTHERS FOR CONSTRUCTION AND INSTALLATION OF DECK PLANKING, OR MOVEMENT OR SHIFTING OF SUCH MATERIALS THAT MAY CAUSE DAMAGE TO LAST DECK® PRODUCTS.

PROVISIONS: LAST-DECK, INC. RESERVES THE RIGHT TO DISCONTINUE OR CHANGE ANY LAST-DECK® PRODUCT. IF PRODUCT ORIGINALLY INSTALLED IS NO LONGER AVAILABLE AND LAST-DECK, INC. DETERMINES TO MAKE REPLACEMENT, LAST-DECK, INC. WILL HAVE THE RIGHT TO SUBSTITUTE A COMPATIBLE DECK PLANKING PRODUCT. COLOR VARIANCES MAY OCCUR WITH REPLACEMENT COMPONENTS. THIS WARRANTY DOES NOT COVER ANY OTHER DAMAGES OR MATERIAL FAILURE INCLUDING, BUT NOT LIMITED TO NORMAL WEATHERING OF THE PRODUCT, NORMAL WEAR, STAINING OF THE PLANKING SURFACE, OXIDATION, ACCIDENTAL OR INTENTIONAL DAMAGE, DAMAGE BY WIND, HAIL, FIRE, FLOOD, LIGHTENING, WIND BLOWN OBJECTS, EARTHQUAKE OR OTHER ACTS OF GOD, CHEMICAL POLLUTANTS, CHLORINE, MILDEW, NEGLIGENT MAINTENANCE, FADING, MISUSE OR ABUSE, SHIFTING OR SETTLING, OR STRUCTURAL DEFECTS OF SUBSTRUCTURE, FRAMING, SUPPORT OR UNDERCARRIAGE, OR STRESSES RESULTING FROM LOCALIZED HEAT SOURCES WHICH CAUSE EXCESSIVE TEMPERATURE DIFFERENTIALS, OR ANY OTHER CAUSES BEYOND MANUFACTURERS CONTROL. COLOR VARIANCES FROM MANUFACTURING LOTS ARE CHARACTERISTIC AND ARE NOT CONSIDERED A DEFECT. THIS WARRANTY DOES NOT APPLY IF DECK PLANKING IS MODIFIED OR ALTERED IN ANY MANNER WHATSOEVER. EXCHANGED PARTS OR COMPONENTS FURNISHED BY LAST-DECK, INC. UNDER THIS WARRANTY WILL HAVE THE STANDARD COLOR AND OR SPECIFICATIONS AVAILABLE AT THAT TIME. A COLOR VARIANCE MAY OCCUR BETWEEN THE NEW OR EXCHANGED DECK PLANKING PRODUCT IN COMPARISON TO THE ORIGINAL PRODUCT, AND WOULD NOT BE INDICATIVE OF A DEFECT IN THE DECK PLANKING PRODUCTS. NORMAL WEATHERING MAY CAUSE ANY SURFACE TO WEAR, ACCUMULATE DIRT ON THE SURFACE, OR STAIN, ETC. DUE TO VARYING EXPOSURES, INCLUDING BUT NOT LIMITED TO SUNLIGHT, POLLUTION, EXPOSURE, AND WOULD NOT BE INDICATIVE OF A DEFECT. THIS WARRANTY DOES NOT INCLUDE LABOR COSTS OR ANCILLARY MATERIALS. LAST-DECK, INC. WILL NOT BE RESPONSIBLE FOR THE REMOVAL, REPLACEMENT, INSTALLATION OR REINSTALLATION OF ANY PART, COMPONENT OR PLANKING FURNISHED BY LAST-DECK, INC. UNDER THIS WARRANTY. LAST-DECK, INC. RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER OR NOT A DEFECT EXISTS FOR WHICH IT MAY BE RESPONSIBLE UNDER THIS WARRANTY. USE OF COMPONENTS NOT MANUFACTURED FOR THE DECK PLANKING PRODUCT INSTALLATION VOIDS THIS WARRANTY. FAILURE TO INSTALL LAST-DECK® PRODUCTS IN ACCORDANCE WITH INSTALLATION INSTRUCTIONS VOIDS THIS WARRANTY.

WARRANTY REGISTRATION / CLAIM PROCEDURE: ALL PRODUCTS ARE PRE REGISTERED UPON ORDER. PURCHASER IS NOT REQUIRED TO SEND IN ANY FORM OR DOCUMENTATION FOR THE PURPOSE OF REGISTRATION. PURCHASER MUST RETAIN THE ORIGINAL BILL OF SALE FOR PRODUCT, ALONG WITH THIS CERTIFICATE OF WARRANTY BOTH DOCUMENTS MUST BE PRESENTED IN ORDER TO FILE A WARRANTY CLAIM. WARRANTY MAY BE TRANSFERRED TO SUBSEQUENT OWNERS OF REAL PROPERTY WHERE LAST-DECK® ALUMINUM DECKING PRODUCTS ARE INSTALLED BY TURNING OVER THE ORIGINAL BILL OF SALE TO SUBSEQUENT OWNERS ALONG WITH THIS CERTIFICATE OF WARRANTY. POSSESSION OF THESE DOCUMENTS ENTITLES THE OWNER TO ALL RIGHTS OF WARRANTY, LACK OF SUCH DOCUMENTATION SHALL VOID THIS WARRANTY, AND PRODUCT IS NOT COVERED UNDER THIS WARRANTY, PRODUCT WILL BE DEEMED TO BE SOLD ON AN AS IS BASIS UNDER THE UNIFORM COMMERCIAL CODE WITHOUT WARRANTY, EXPRESS OR IMPLIED. CLAIM PROCEDURE: THE PURCHASER, SHALL BE RESPONSIBLE TO CONTACT THEIR LOCAL DEALER, SELLER OR RETAILER TO REQUEST AN INSPECTION OF PROPOSED DEFECT. IF PURCHASER IS NOT ABLE TO LOCATE SUCH REPRESENTATIVE THEY MAY CONTACT LAST-DECK, INC. DIRECTLY AT 79434 550<sup>TH</sup> AVENUE, JACKSON, MN 56143 IN WRITING, OR CALL (507) 847-4111. PURCHASER IS RESPONSIBLE FOR THE RETURN TO LAST-DECK, INC. ANY DEFECTIVE PRODUCT, FREIGHT CHARGES PRE PAID.

**THIS LIMITED PRODUCT WARRANTY IS THE COMPLETE AND EXCLUSIVE WARRANTY BETWEEN LAST-DECK, INC. AND THE ORIGINAL PURCHASER. THE SOLE REMEDIES OF THE ORIGINAL PURCHASER FOR CONFORMANCE OF THE DECK PLANKING PRODUCT ARE AS SET FORTH IN THIS LIMITED PRODUCT WARRANTY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY HEREIN FORREGISTERED PRODUCT. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE ALSO EXCLUDED UNDER THIS WARRANTY. IN NO EVENT SHALL THE AMOUNT DUE HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE DECK PLANKING.**

IF YOUR STATE DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY SUCH IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL BILL OF SALE.

**THIS WARRANTY WILL BE CONSTRUCTED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA AND THE MINNESOTA STATE COURTS SHALL BE THE EXCLUSIVE FORUM FOR ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES OF THIS WARRANTY.**