

This Limited Warranty may be transferred by the Owner one (1) time during the first three (3) years of the Term from the date of the original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

## NewTechWood® UltraShield™ QuickDeck Limited Warranty

### 15 Year Limited Warranty

**THIS LIMITED WARRANTY APPLIES TO PRODUCTS INSTALLED ONLY IN UNITED STATES OF AMERICA AND CANADA, ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is given to the Purchaser of Products. NEWTECHWOOD warrants to the Purchaser that, the Term, under normal use from an authorized NEWTECHWOOD product distributor, that: Products will not check, split, splinter, rot, or suffer structural damage from termites or fungal decay for fifteen (15) years when installed and maintained according to manufacturer's guidelines.

In this Limited Warranty certain capitalized words have specific meanings:

**"NEWTECHWOOD"** means Newtechwood, Ltd.

**"Products"** means the NewTechWood® UltraShield™ QuickDeck purchased from a NewTechWood® authorized dealer

**"Owner"** means the owner of the real estate at the time the Products are installed on that real estate. If you purchase a new residence and are the first person to occupy the residence, NewTechWood® will consider you to be the Owner if the Products are installed as part of the construction of that residence.

**"Purchaser"** means the original purchaser of the retail purchase of the Products

**"Term"** means period of fifteen (15) years from date of the original purchase

**Installation:** This warranty does not cover costs of installation, removal, or reinstallation, including but not limited to labor and freight. NEWTECHWOOD's sole obligation is limited to replacement of the Products, and NEWTECHWOOD shall have no further liability of obligation except as expressly stated herein. In no event will NEWTECHWOOD be liable for any incidental, special, indirect, or consequential damages resulting from any defect in the Products supplied, including but not limited to damage to property. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**Obtaining Warranty Coverage:** If Purchaser discovers a defect in the Products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but **no later than the end of the Term**, notify NEWTECHWOOD in writing, at the following address. Immediately upon discovering any possible defect in the Products, the Owner must immediately make temporary repairs at the Owner's expense to protect all property that could be affected. The Owner must allow NEWTECHWOOD to enter the property into which the Products are installed to inspect the possibility of a defect in the Products. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Newtechwood, Ltd.  
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Purchaser must include in this notification proof of purchase and a statement explaining the defect and date the Product was installed. NEWTECHWOOD may request additional information. After reviewing all information, NEWTECHWOOD will make a determination regarding the validity of such claim. If NEWTECHWOOD determines that Purchaser's claim is valid, NEWTECHWOOD will, at its option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation). If a Purchaser makes a valid warranty claim hereunder during years four (4) through fifteen (15) after the original purchase, then the Purchaser's recovery will be prorated as indicated below. If NEWTECHWOOD is providing replacement materials, it may elect to replace the percentage, listed on the next page, of boards otherwise meeting the requirements for a claim; if NEWTECHWOOD is refunding the purchase price, it may elect to refund the percentage, listed on the next page, of the purchase price of boards otherwise meeting the requirements for a claim.

**15-Year Stain Resistance Limited Warranty:** The Products are also covered by a 15-Year Stain Resistance Limited Warranty. The Products are resistant to permanent staining from spills of food and beverage items include mustard, ketchup, barbecue sauce, canola oil, tea, coffee, wine, fruit punch, and sodas, so long as such substances are promptly removed from the Products in accordance with NEWTECHWOOD's written care and cleaning instructions for Products and are not rubbed into the Product and the spill has not also contacted another material causing a chemical reaction. NEWTECHWOOD does not warrant the Products to be stain proof, and does not warranty stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly and promptly cleaned as provided in NEWTECHWOOD's written care and cleaning of which have been rubbed into the Products.

The Limited Warranty does not cover any staining or damage to the Products caused by abrasive compounds of acidic and basic pH, mold/mildew, tobacco smoking, including, but not limited to, cigarette burns, cigarette ash, cigar burns, cigar ash, paints or stains, solvents, metallic rust or other abnormal deck/deck tile use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, insect repellent/insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotion.

**Claims Regarding Stain Resistance:** If the Owner is making a claim relating to the Limited Warranty on stain resistance, the Owner must do all the following:

- (1) Attempt to clean the affected area of the Products by using the cleaning procedures described in NEWTECHWOOD's written care and cleaning instructions promptly after the exposure of the food or beverage to the surface of the Products.
- (2) If, after completing step one (1) above, the affected area remains reasonably visible, then the Owner must have affected area of the Products cleaned by a professional deck/deck tile cleaner at the Owner's expense within one (1) week of the exposure of the food or beverage to the surface of the Products.
- (3) If, after completing steps 1 and 2 above, the affected area still remains reasonably unsatisfactory, the Owner may make a claim under this Limited Warranty as provided herein, provided that such claim is made within thirty (30) days after the professional cleaning is completed.

**Exclusions from Warranty Coverage:** NEWTECHWOOD does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

- (1) improper installation of NEWTECHWOOD products and/or failure to abide by NEWTECHWOOD's installation guidelines,
- (2) Use of Products beyond normal use, or in an application not recommended by the NEWTECHWOOD installation guidelines and local building codes.
- (3) Movement, distortion, collapse or setting of the ground or the supporting structure on which the Products are installed.
- (4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.).
- (5) Variations or changes in color of Products.
- (6) Normal weathering due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, flake, chalk, or accumulate dirt or stains.
- (7) Improper handling, storage, abuse or neglect of Products by Purchaser, the transferee or third parties.
- (8) Ordinary wear and tear;
- (9) Staining or discoloration due to foreign substances not covered in the "15-Year Stain Resistance Limited Warranty" including, but not limited to, food or beverages not promptly and properly cleaned, rubbed in food stains, stains caused by interactions with another item, such as metal furniture, stains not covered under this Limited Warranty or chemicals found in cleaners not covered under this Limited Warranty.

**Limitations: DISCLAIMER OF WARRANTIES:** EXCEPT FOR (1) THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, AND, (2) THE 15 YEAR LIMITED STAIN RESISTANCE WARRANTY APPLICABLE TO ULTRASHIELD QUICKDECK ONLY (WHICH IS IN ADDITION TO THE WARRANTY CONTAINED HEREIN), NEWTECHWOOD MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION FOR THE WARRANTY TERM AND BEYOND THE WARRANTY TERM.

Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. NEWTECHWOOD'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL NEWTECHWOOD BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. NEWTECHWOOD'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBE ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**Miscellaneous:** This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of

NewTechWood UltraShield QuickDeck 15 - Year Limited Warranty 15 - Year Stain Limited Warranty	
Year of Claim	Recovery
1-3	100%
4-6	70%
7-9	50%
10-12	30%
13-15	10%

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Warranty, visit us online at [www.newtechwood.com](http://www.newtechwood.com)



**NewTechWood**