



LIMITED 20/10-YEAR INTERNATIONAL COMMERCIAL WARRANTY

Effective: January 1, 2009

Advanced Environmental Recycling Technologies, Inc. (“AERT”) hereby issues this Warranty to the original end-use commercial purchaser (“**Purchaser**”) of certain AERT Products, as described below. For purposes of this Warranty a “commercial purchaser” shall refer to any purchaser other than an individual owner of a single-family residence or duplex. Commercial use applications include, but are not limited to: dining areas, cafés, restaurants, balconies, boardwalks and marinas.

Section 1. International Warranty Period and Coverage

AERT warrants to Purchaser that, for a period of twenty (20) years from the date of original commercial purchase (the “**Warranty Period**”) (unless otherwise stated and agreed to in writing), under typical and normal commercial use and service conditions and for a period of ten (10) years from the date of original commercial purchase for Products installed in severe environmental conditions (as described on AERT’s website, see Section 8), AERT Products shall: (1) be free from material and adverse manufacturing defects in workmanship and materials; (2) not check, split, splinter or rot except for Normal Wear and Tear as defined in Section 3(c) and (3) not suffer structural damage from termites or structural fungal decay. This Warranty applies to MoistureShield® and Lifecycle™ decking, terrace and railing material (the “**Product(s)**”).¹

If a defective Product is discovered within the Warranty Period, Purchaser shall immediately notify AERT of the defect, in writing. Upon confirmed receipt of the written notice by an authorized AERT representative, AERT’s sole responsibility shall be, at its option, to either replace the defective Product or refund the portion of the purchase price paid by the Purchaser for such defective Product (not including the labor, freight, sales, use or transfer taxes and other costs related to the Product’s initial installation, removal and reinstallation) and in which case AERT may elect to refund that percentage of the original purchase price listed on the Prorated Warranty Schedule (See Section 7) in lieu of replacing the Product.

Section 2. Terms and Conditions

This Warranty is applicable only if the Product was properly installed, operated and maintained in accordance with the manual or instructions provided with the Product or on AERT’s website, which is listed in Section 8, and only for the purpose for which it was originally sold if it was used under typical and normal commercial conditions. No other warranty, either express or implied, including a warranty of merchantability and fitness for a particular purpose has been or will be made by or on behalf of AERT or by operation of law with respect to the Product. This Warranty is not applicable to any damages to the Product by Force Majeure and Environmental Conditions as hereinafter defined.

¹ MoistureShield = Tropical Rainforest Collection; LifeCycle decking components

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This Warranty is valid only if: (1) the Product type or serial number and the Product was not defaced, modified, cut or removed and (2) the Purchaser can present the original sales invoice or receipt that shows the invoice number and the date of purchase. AERT reserves the right to refuse any Warranty obligations if the above conditions are not fulfilled.

(a) Registration

The Purchaser must activate this Warranty within ninety (90) days of purchase by completing and mailing the AERT Customer Information Card to AERT's mailing address or by registering online (See Section 8).

(b) Transfer of Warranty

This Warranty may be transferred to the first subsequent buyer of the property upon which the AERT Product was originally installed within the first two (2) years after the original date of purchase if AERT is notified in writing of the transfer within thirty (30) days of the change in ownership. The new owner must complete registration, as described above.

Section 3. Exclusions from Warranty Coverage

AERT does not warrant against, is not responsible for and no implied warranty shall be deemed to cover, a defect attributable to any of the following:

(a) Improper Use

Improper Use includes, but is not limited to: (1) improper installation of AERT Products and failure to abide by AERT's installation guidelines, including but not limited to improper gapping; (2) use of AERT Products beyond typical commercial use or in an application not recommended by AERT's guidelines and local building codes; (3) improper or unauthorized maintenance, adjustments, modification or repairs by any person without AERT's approval and (4) improper handling, storage, abuse or neglect of the Product by Purchaser, transferees or third parties. Purchaser should consult a local building and safety coder for specific requirements for Product use in connection with a commercial structure. Installation instructions can be found at: <http://www.moistureshield.com/contractor-corner/>.

(b) Force Majeure and Environmental Conditions

Force Majeure and Environmental Conditions include, but are not limited to: (1) an act of God, act of public enemy, act of governmental body or agency (foreign or domestic), sabotage, riot, explosion or other catastrophe or epidemic; (2) movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed; (3) flooding, hurricanes, earthquakes, lightening and (4) other environmental conditions such as air pollution, mold and mildew.

(c) Normal Wear and Tear

Normal Wear and Tear includes, but is not limited to: (1) staining from foreign substances such as dirt, grease and oil; (2) normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk or accumulate dirt and stains); (3) variations or changes in the color of Products and (4) other ordinary wear and tear.

Section 4. Claim Procedure

Before attempting any repair, the Purchaser, or any transferee thereof, shall send to AERT, within thirty (30) days of actual or constructive knowledge of the defect covered by this Warranty, written notice that includes the following: (a) location and details of the defect; (b) a list of the number of pieces and the size of each piece for which the claim is made; (c) Product proof of purchase, including the date and location where the Product was purchased and the original purchase invoice and (d) proof of Warranty. Photos of the Product that show the defect are helpful and when possible should accompany the notice. The above-listed information must be sent to AERT's mailing address or submitted online (See Section 8).

Section 5. Limited Liability

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

If AERT's examination of the Product shows that the defect was caused by damage after delivery, improper use, neglect, accident, Normal Wear and Tear or by other factors beyond the scope of this Warranty, including without limitation Force Majeure and Environmental Conditions, then AERT shall have no further obligations. AERT's decisions on all questions related to defects, workmanship or materials of the Product shall be final and the Purchaser shall abide by all such decisions.

Subject to registration and receipt of notice, AERT shall, at its option, replace any defective Product or refund the portion of the purchase price paid by the Purchaser for such defective Product (not including the labor, freight, sales, use or transfer taxes and other costs related to the Product's initial installation, removal and reinstallation) and in which case AERT may elect to refund that percentage of the original purchase price listed on the Prorated Warranty Schedule (See Section 7) in lieu of replacing the Product. Transportation costs of returning the Product shall be borne by the Purchaser. Purchaser shall bear the risk of loss while the Product is in transit. No Product shall be returned to AERT without prior authorization and shipping instructions from AERT.

UNDER NO CIRCUMSTANCE WILL AERT 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. AERT'S LIABILITY WITH

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RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR A REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some countries do not allow the exclusion or limitation of incidental or consequential damages; therefore, the above limitations or exclusions may not apply. This Warranty gives specific legal rights; however, other rights may exist and may vary from country to country.

This Warranty shall only be applicable and enforceable outside of the United States and Canada.

Section 6. Governing Law

This Warranty shall be governed by and construed in accordance with the laws of the State of Arkansas, USA, without giving effect to principles of conflicts of law. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Warranty. Any dispute resolution shall be resolved by arbitration in accordance with the International Rules of Arbitration by the American Arbitration Association in Little Rock, Arkansas.

Section 7. Prorated Warranty Schedule

Years Since Purchase	Percent Defective Material Covered	Years Since Purchase	Percent Defective Material Covered
1-5	100%	14	40
6	80	15	20
7	80	16	20
8	80	17	20
9	60	18	10
10	60	19	10
11	60	20	10
12	40	>20	0
13	40		

Section 8. Contact Information

Send via USPS, FedEx, U.P.S. or DHL, to:

AERT Inc.
914 N. Jefferson
Springdale, Arkansas 72764 U.S.A.
www.moistureshield.com

Online Registration: www.moistureshield.com/warranty