

**LIMITED 20-YEAR WARRANTY POLICY  
FOR INDIVIDUAL RESIDENTIAL PRODUCT USE  
(United States and Canada)  
EcoShield Deck Tiles by MoistureShield®**

Advanced Environmental Recycling Technologies, Inc. ("AERT") hereby issues this Warranty to the registered original consumer purchaser ("**Purchaser**") of the Products (as defined below). For purposes of this Warranty, a "consumer purchaser" shall refer to the person purchasing the products covered by this Warranty for personal, family, or household use and not for commercial or industrial use. This Warranty only covers the original Purchaser of the Products and not any subsequent purchaser of either the Products or the structure for which the Products were installed or purchased.

**Section 1. Warranty Period and Coverage**

This Warranty applies to EcoShield Deck Tiles by MoistureShield® and the related base and fasteners sold by AERT (the "**Product**" or "**Products**"). AERT warrants to Purchaser that, for a period of twenty (20) years beginning on the date of original individual residential purchase (the "**Warranty Period**") (unless otherwise stated and agreed to in writing), under typical and normal individual residential consumer use and service conditions, the Products shall be free from the following ("**Covered Defects**"): (1) material and adverse manufacturing defects in workmanship and materials; and (2) failure to resist rot and structural damage from either termites (or other insects) or structural fungal decay.

During the Warranty Period and subject to registration as set forth herein, in the event Purchaser believes a Covered Defect exists with respect to a Product, Purchaser shall immediately notify AERT of the defect, in writing, and follow the required claims procedure and other conditions set forth in this Warranty. Upon confirmed receipt of the written notice by an authorized AERT representative, and verification that a Covered Defect exists, AERT's sole responsibility shall be, at its sole option, to either replace the defective Product or, in lieu of replacing the Product, refund the percentage of the original 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) that is listed on the Prorated Warranty Schedule (See Section 8).

This Warranty does not cover installation, replacement labor, or any additional costs that may be incurred. 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. In the event Purchaser fails to strictly comply with the provisions of this Warranty, AERT shall have no obligations hereunder.

**AERT'S REPLACEMENT OF THE DEFECTIVE PRODUCT OR GRANTING A REFUND AS SET FORTH ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY COVERED DEFECT.**

## **Section 2. Terms and Conditions**

This Warranty is applicable only if the Product was properly installed, operated and maintained as follows: (a) in accordance with any and all federal, state, and local laws, (b) in accordance with the manual or instructions provided with the Product or on AERT's website, which is listed in Section 7, (c) only for its intended use and purpose per the manufacturers instruction, and (d) under typical and normal individual residential service conditions. This Warranty is not applicable to and AERT shall have no liability for any damages to the Product by Force Majeure and Environmental Conditions as hereinafter defined.

In addition to any other conditions or exclusions herein, this Warranty is valid only if: (1) the Product type and the Product was not defaced, modified, cut or removed, (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 or other conditions in this Warranty are not fulfilled and complied with.

### **(a) Registration**

In order to make a claim under this Warranty, the Purchaser must activate this Warranty within ninety (90) days of purchase by registering online (See Section 7) or calling customer service for more information at 866-729-2378. In the event Purchaser fails to register, AERT shall have no further obligations.

## **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 Products and failure to abide by AERT's installation guidelines, including but not limited to improper gapping and improper installation of substructure and or substrate, or other accessories; (2) use of AERT Products beyond typical individual residential 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 written approval; (4) improper handling, storage, abuse or neglect of the Product; (5) incorrect or improper design of the structure; (6) exceeding the maximum designed live loads; (7) lack of proper cleaning; and (8) efflorescence or performance of paint or other coating applied to the Product at any time. Purchaser should consult all applicable building and safety code for specific requirements in connection with an individual residential structure. Installation instructions can be found at the following web address: <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, lightning and (4) other environmental hazards or conditions including but not limited to 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 may reasonably cause a 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**

In the event, Purchaser believes a Covered Defect exists regarding any Product, before attempting any repair, the Purchaser shall send to AERT, within thirty (30) days of actual or constructive knowledge of the claimed defect, written notice that includes the following: (a) location and details of the defect sufficient for AERT to investigate the claim; (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 for all Products for which a claim is made, 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 7).

Upon receipt of a claim under this Warranty and prior to determining whether a Covered Defect exists, AERT may require possession of all or a portion of the Product that is the subject of such claim. In addition, an AERT representative must be granted access to the Product for inspection. AERT shall have no obligations under this Warranty in the event any Products are repaired or replaced without prior written consent from AERT.

**Section 5. Limited Liability, Disclaimers, and Other Provisions**

Purchaser is and shall be solely responsible for determining the suitability of the Products for its intended application, including whether the Products conform to applicable building codes or safety regulations in a particular area.

This Warranty embodies the entire limited warranty of the Products and is a complete and exclusive statement of the terms and remedies under this Warranty. 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 a Product shows that a 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.

Acceptance of any refund or replacement pursuant to this Warranty shall constitute a full and final settlement and release of all claims held by any covered person hereunder for damages or other relief.

AERT shall have no obligations regarding Products purchased or installed outside of the United States and Canada.

(a) Provisions Applying Within the United States

**OTHER THAN THE PROVISIONS OF THIS WARRANTY, AERT MAKES NO AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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

**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 RESPECT TO COVERED DEFECTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF THE AFFECTED PRODUCTS OR A REFUND OF A PERCENTAGE OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.**

Some states do not allow the exclusion or limitation of incidental or consequential damages; therefore, the above limitations or exclusions may not apply to you. This Warranty gives specific legal rights, and you may also have other rights which vary from State to State. Where any term of this Warranty is prohibited by applicable law, such term shall be deemed modified to the minimum extent necessary, but the remainder of this Warranty shall remain in effect.

(b) Provisions Applying Within Canada

**SUBJECT TO PROVINCIAL LAW TO THE CONTRARY, AERT MAKES NO OTHER WARRANTY, GUARANTEE, OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, LEGAL OR STATUTORY, WITH RESPECT TO THE PRODUCTS, AND SPECIFICALLY DISCLAIMS THE IMPLIED, LEGAL OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR, GENERAL OR NORMAL PURPOSE, SATISFACTORY QUALITY, DURABILITY AND WARRANTIES AGAINST LATENT DEFECTS. ANY WARRANTIES OR CONDITIONS THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. SUBJECT TO PROVINCIAL LAW TO THE CONTRARY, NO WARRANTIES, OR GUARANTEES, OR CONDITIONS, EXPRESS, LEGAL, STATUTORY OR IMPLIED, WILL APPLY AFTER THIS PERIOD. [ALL INFORMATION, SPECIFICATIONS, PRICES AND SERVICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.]**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL AERT BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITIES OR GAINS, LOST SAVINGS, INCIDENTAL DAMAGE, OR OTHER ECONOMIC, CONSEQUENTIAL OR INDIRECT DAMAGES. THIS IS TRUE EVEN IF YOU ADVISE AERT OF THE POSSIBILITY OF SUCH DAMAGES. AERT IS NOT LIABLE FOR ANY CLAIM BY YOU BASED ON A THIRD PARTY CLAIM.**

You may have greater rights existing under legislation in your province or territory. Where any term of this Warranty is prohibited by such laws, it shall be null and void, but the remainder of this Warranty shall remain in effect.

**Section 6. Governing Law**

To the maximum extent permitted by 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 Commercial Rules of Arbitration by the American Arbitration Association in Fayetteville, Arkansas.

**Section 7. Contact Information**

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

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

Online Registration:

[www.moistureshield.com/warranty](http://www.moistureshield.com/warranty)

### Section 8. Prorated Warranty Schedule

<b>Year After Purchase During Which Claim Made</b>	<b>Percent of Purchase Price Refunded for Covered Defect</b>	<b>Year After Purchase During Which Claim Made</b>	<b>Percent of Purchase Price Refunded for Covered Defect</b>
1st	100%	11th	50%
2nd	95	12th	45
3rd	90	13th	40
4th	85	14th	35
5th	80	15th	30
6th	75	16th	25
7th	70	17th	20
8th	65	18th	15
9th	60	19th	10
10th	55	20th	5