

MoistureShield® InstaDeck® Limited Lifetime Warranty

EFFECTIVE DATE:

THIS LIMITED LIFETIME WARRANTY IS IN EFFECT FOR ALL MOISTURESHIELD INSTADECK PRODUCTS INSTALLED AFTER 3/1/2024. THIS LIMITED WARRANTY SETS FORTH THE STRUCTURAL WARRANTY COVERAGE PROVIDED BY MOISTURSHIELD, INC. ("MOISTURESHIELD") IN CONNECTION WITH THE INSTADECK PRODUCTS EXPRESSLY DESECRIBED HEREIN AND NO OTHER PRODUCTS.

REGISTRATION

The original consumer purchaser may register online at www.MoistureShield.com/warranty to help facilitate claims made under this limited warranty. Registration is not required to activate warranty coverage.

The limited lifetime warranty covers residential applications only. This limited warranty extends only to the original purchaser.

MoistureShield warrants that InstaDeck ("Product") will be free from defects in material and workmanship for the warranty period. This limited warranty is valid beginning on the date of Product purchase.

MoistureShield warrants the Product against peeling, rotting, cracking, blistering, pitting, warping, or corroding under normal atmosphere and weather conditions.

ORAL STATEMENTS

A sales representative of MoistureShield may have made oral statements about any of the Products described in this limited warranty. Such statements are not warranties. This writing embodies the entire limited warranty of MoistureShield InstaDeck and is a complete and exclusive statement of the terms and remedies under this limited warranty issued for MoistureShield InstaDeck. MoistureShield shall not be bound by any statement or representation as to the performance or weatherability of MoistureShield InstaDeck, unless accompanied by a signed written document from an officer of MoistureShield. The purchaser or owner is solely responsible for determining the suitability of MoistureShield InstaDeck for its intended application, including whether the product conforms to applicable building codes or safety regulations in a particular area.

SPECIFIC EXCLUSIONS

What this warranty does not cover: This limited warranty will not cover a change in color due to a buildup or accumulation of stains, dirt, mold, mildew or any other deficiency caused by lack of annual preventative maintenance by the purchaser.

This limited warranty does not cover damage resulting from misuse, abuse, improper storage or handling; improper installation including, but not limited to; impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God; movements, distortion, collapse or settling of ground or structure on which InstaDeck is installed; damage from air pollution, or exposure to harmful chemicals. This limited warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product.

MOISTURESHIELD EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT WILL MOISTURESHIELD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.



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Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. If the laws of a particular state require terms other than or in addition to those contained in this limited warranty, this limited warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this limited warranty or any provision of this limited warranty or to prevent the imposition of fines, penalties or any liability.

This limited warranty also excludes color variation between orders, individual planks, and/or samples. It is the installer's responsibility to document the installation date.

This limited warranty does not cover decking donated, purchased on clearance, or at auction.

THE WARRANTIES AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES AND REMEDIES APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES REMEDIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED, AND MOISTURESHIELD SHALL HAVE NO LIABILITY THEREFORE, NOTWITHSTANDING (1) MOISTURESHIELD'S ACTUAL KNOWLEDGE OF ANY INTENDED USE OF THE PRODUCTS, OR (2) ANY ADVICE OR REPRESENTATION THAT MAY HAVE BEEN RENDERED BY MOISTURSHIELD CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION, OR PROVISION OF THE PRODUCTS.

MODIFICATION AND ALTERATION OF PRODUCT

MoistureShield shall have no responsibility hereunder for Product subjected to further processing or alteration after shipment other than ordinary filling by the installer.

MAKING A CLAIM

The purchaser or properly registered owner must provide written notice to MoistureShield within thirty (30) days after discovery of any claimed defect or failure covered by this limited warranty and before beginning any permanent repair.

The notice must describe the location and details of the defect and such information as is necessary for MoistureShield to investigate the claim. Photos of the Product showing the defect or failure are required and should accompany the notice. Proof of purchase must also be submitted when submitting a claim.

All claims under this limited warranty must be addressed to:

MoistureShield, Inc. 801 Jefferson St Springdale AR 72764

or may be made on the internet at http://www.moistureshield.com, or by emailing mscustomerservice@oldcastle.com. All claims must include proof of purchase, including the date and location purchased, along with the original purchase invoice to show that sufficient MoistureShield InstaDeck has been purchased to cover the material in the claim. A MoistureShield representative must be granted access to the Product for inspection. MoistureShield will not be liable for any Products repaired or replaced without prior written consent from MoistureShield.

Upon receipt of a claim under this limited warranty, MoistureShield may require possession of all or a portion of the defective or damaged material prior to making a full or partial refund or providing new MoistureShield Composite Decking components.



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SETTLEMENT OF CLAIM

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

Information regarding this warranty may be obtained by calling 866-729-2378 or emailing mscustomerservice@oldcastle.com

Please refer to customer information bulletin for proper installation information.

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