



## RENEW® Plastics Limited Fade & Stain Warranty

**PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR RENEW® PRODUCT. THIS WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF RENEW. PURCHASE AND USE OF THE RENEW PRODUCT CONSTITUTES ACCEPTANCE OF AND AGREEMENT TO THESE TERMS.**

### 1) LIMITED FADE AND STAIN WARRANTY

N.E.W. Plastics Corp. ("Manufacturer") warrants to the original purchaser ("Purchaser", "you" or "your") that for the Warranty Period set forth below **RENEWMax™ Decking, EVOLVE® Plastic Decking, RENEW Decking, TRIMAX® Structural Lumber** ("RENEW Products") will perform, under normal use and service conditions, as follows:

For purposes of this warranty, a "residential application" shall refer to an installation of the Product on an owner-occupied residence, and a "commercial application" shall refer to any installation of the Product other than on an owner-occupied residence.

### 2) FADE RESISTANCE

RENEW Products shall not fade in color from light and weathering exposure as measured by color change of more than 5 Delta E (CIE) units.

The Product is designed to resist fading. No material is fade proof when exposed to years of UV exposure and the elements. The product is designed to resist fading, and will not in any event fade by more than 5 Delta E (CIE) units.

### 3) STAIN RESISTANCE

RENEW Products shall be resistant to permanent staining resulting from spills of food and beverage items including ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbeque sauce, grease, sodas and other food and beverage related items that would typically be present on a residential deck, or mold and mildew naturally occurring in the environment, provided that such substances are removed from the Product with soap and water or mild household cleaners within one (1) week of exposure of the food or beverage to the surface or first appearance of the mold and mildew.

Notwithstanding the foregoing, RENEW Plastics does not warrant that the Product is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, materials not covered in the stain resistant warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including but not limited to, biocides, fungicides, plant food, or bactericides. Mold and mildew can settle and grow on any outdoor surface, including this Product. You should periodically clean your deck to remove dirt and pollen that can feed mold and mildew. This warranty does not cover mold and mildew which is not properly cleaned as provided above within one (1) week of first appearance.

### 4) STANDARD RENEW PLASTICS LIMITED WARRANTY

This warranty is in addition to the standard RENEW Plastics Limited Warranty that applies to all RENEW Plastics products.

### 5) TRANSFERABILITY

This Warranty may be transferred one (1) time, within the five (5) year period beginning on the date of original purchase, by the original Purchaser to the next owner of the property upon which the Product was originally installed. That next owner shall have all the same rights as the original Purchaser. Any other transfer voids this Warranty. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the RENEW products were originally installed.

### 6) WARRANTY PERIOD

The term of this Limited Warranty ("Warranty Period") for the RENEW Product listed below shall be twenty-five (25) years from the date of original purchase by or for a residential application as long as the Original Purchaser owns the property upon which the RENEW Product was installed, or ten (10) years from the date of original purchase by or for a commercial application.

### 7) EXCLUSIONS FROM WARRANTY COVERAGE

**Surface Damage:** Never use metal shovels or sharp-edged tools to remove snow and ice on the surface of the Product. If the surface of the Product is damaged or punctured, this warranty will be voided.

**Exposure to Heat:** Direct or indirect contact with extreme heat sources (over 275 degrees) may cause fading and may damage the surface of the Product, and any effects of such exposure are expressly excluded from coverage under this warranty.

**Paint or Other Materials Applied to the Product:** If paint or other coating materials are applied to the Product, this warranty will be voided.

**Other Exclusions:** This warranty shall not cover any condition attributable to: (1) improper installation of the Product and/or failure to abide by RENEW's installation guidelines, including but not limited to improper gapping; (2) use of the Product beyond normal use or service conditions, or in an application not recommended by RENEW's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (5) improper handling, storage, abuse or neglect of the Product by Purchaser, the transferee or third parties; or (6) ordinary wear and tear.

**8) PROCEDURE FOR MAKING A CLAIM UNDER THIS WARRANTY**

In order to make a claim under this warranty, Purchaser must do the following:

1. If the Purchaser is making a claim relating to the warranty on stain resistance, Purchaser must do as follows:
  - a. Purchaser must try to clean the affected area of the deck by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the Product or first appearance of the mold and mildew.
  - b. If the affected area remains reasonably unsatisfactory after Purchaser has tried these cleaning procedures, then Purchaser must have the affected area of the deck professionally cleaned at Purchaser’s expense.
  - c. If the affected area remains reasonably unsatisfactory after the professional cleaning, Purchaser may make a claim under this warranty, provided that such claim is made within thirty (30) days after the professional cleaning.
2. To make a claim under this limited warranty, Purchaser, or the transferee, shall sent to RENEW, within the warranty period referred to above, a description and photographs of the affected area of the Product, proof of purchase, and if claim relates to the warranty on stain resistance, proof of compliance with paragraph 1) above, to the following address:

RENEW Warranty Services  
 RENEW Plastics  
 P.O. Box 480  
 Luxemburg, WI 54217-0480

3. Upon confirmation by an authorized RENEW representative of a valid claim hereunder, RENEW’s sole responsibility shall be, at its option, to either replace the affected item or refund the portion of the purchase price paid by Purchaser for such affected item (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but RENEW does not guarantee an exact match as colors and design may change.
4. If a valid warranty claim hereunder is made during years (11) through twenty-five (25) after the original purchase for a residential application, recovery will be prorated. If RENEW is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim, or if it is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

The Prorated Warranty Schedule is:

Year of Claim	Recovery Percentage
11*-13	80%
14-16	60%
17-19	40%
20-22	20%
23-25	10%

The 11<sup>th</sup> year means the year beginning on the tenth (10<sup>th</sup>) anniversary of the original date of purchase, and so forth.

**9) ENTIRE WARRANTY/CONDITIONS, AND LIMITATIONS OF WARRANTY**

The limited warranty set forth in this Limited Warranty is the only warranty (whether written or oral, express or implied) Manufacturer makes for your RENEW Product; it is subject to all terms and conditions stated herein and no one (including but not limited to a RENEW dealer, installer, reseller, agent or employee) is authorized to modify, expand, add to this limited warranty or make any representation, guarantee, warranty, or condition with regard to any RENEW Product other than as expressly stated in this Limited Warranty. Manufacturer makes no other representation, guarantee or warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUE OF LIMITATIONS BUT WILL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. MANUFACTURER EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL RENEW BE LIABLE FOR ANY DAMAGES OF ANY NATURE OR DESCRIPTION WHATSOEVER THAT EXCEED THE ACTUAL PURCHASE PRICE, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN. Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you.

**10) CHOICE OF LAW**

Wisconsin law shall govern the interpretation of this Limited Warranty and any claim that Manufacturer has breached it, regardless of conflict of law principles.

*Please register your warranty at [www.renewplastics.com](http://www.renewplastics.com). Manufacturer strongly suggests you register your warranty for quicker technical support and warranty service. RENEW Product registration is voluntary. Failure to register will not diminish your limited warranty rights.*

*Manufacturer respects your privacy. Manufacturer does not trade customer information. Just as important, you control how Manufacturer contacts you. We will collect your preferences at the end of warranty registration and we encourage you to view our complete online privacy policy at [www.renewplastics.com](http://www.renewplastics.com).*