

# CAPPED COMPOSITE LIMITED LIFETIME WARRANTY

Heritage, Lifestyle, Impressions, Essentials, & 2x4's

## **LIMITED LIFETIME WARRANTY FOR RESIDENTIAL APPLICATIONS LIMITED 10 YEAR WARRANTY FOR COMMERCIAL APPLICATIONS**

"Armadillo" is a registered trademarks of Avon Plastics, Inc., doing business as Avon Plastics. The purchase of Armadillo products is an acceptance of the terms of this limited warranty which constitutes the entire responsibility of the product's manufacturer. Read this warranty carefully before purchasing or installing these products as improper use or installation may nullify the warranty.

### **LIFETIME LIMITED WARRANTY RESIDENTIAL**

Armadillo, as a registered trademark of Avon Plastics, Inc. doing business as Avon Plastics warrants to the original purchaser ("purchaser", "you" or "your") that for the life of the product as set forth below as the Warranty Period that Armadillo Products will, under normal and property service conditions, remain free from material manufacturing defects, and will not check, splinter, delaminate, rot or suffer structural damage from fungal decay where it is installed used and maintained above ground and in conformance with Armadillo's written instructions. The products covered by this Limited Warranty include Armadillo Decking (Heritage, Lifestyle, Impressions, & Essentials) as well as Armadillo 2x4's.

As used in this limited warranty "original purchaser" means the person or persons who owned the property on which the Armadillo products were originally installed; a "residential application" is an installation of an Armadillo product or an owner-occupied residence; and "Lifetime Warranty" is used to define the expected life of the product which is 25 years.

### **10 YEAR LIMITED WARRANTY COMMERCIAL**

The term of this Limited Warranty for Armadillo products shall be ten (10) years from the date of original purchase by or for a commercial application for a commercial purchaser as long as the Purchaser owns the property upon which the Armadillo product was installed.

### **WARRANTY TERMS AND CONDITIONS**

The term of this limited warranty is listed below and begins on the date of the original purchase continuing for the life of the product and for so long as the original purchaser owns the property on which it was installed.

A complete installation and maintenance guide is available at [www.armadillodeck.com](http://www.armadillodeck.com).

Should an Armadillo product or fastener fail within the warranty period, Armadillo will replace the non-conforming item as set forth below as long as it has been properly installed, used and maintained and the warranty claim procedure is followed.

We recommend that all board ends, including ripped/exposed Armadillo board cores, be sealed using Extreme Moisture Repellant End Board Sealer. Sealer helps prevent moisture absorption and should be applied thick enough to exposed area to provide an even coat. Variation or changes in board colors does occur. We recommend laying out your deck boards before installation begins.

### **DISCLAIMER OF IMPLIED WARRANTIES**

This Limited Warranty is the only warranty (whether written or oral, express or implied) Armadillo makes for your Armadillo Product or Armadillo Fasteners; it is subject to all terms and conditions stated herein and no one (including, but not limited to an Armadillo dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. Armadillo makes no other representation, guarantee or warranty. No one is authorized to make any representation, guarantee or warranty on Armadillo's behalf, and Armadillo shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Armadillo Product or Armadillo Fastener other than as expressly stated in this Limited Warranty.

## CAPPED COMPOSITE LIMITED LIFETIME WARRANTY (cont.)

Heritage, Lifestyle, Impressions, Essentials, & 2x4's

### LIMITED LIFETIME WARRANTY FOR RESIDENTIAL APPLICATIONS LIMITED 10 YEAR WARRANTY FOR COMMERCIAL APPLICATIONS

THIS LIMITED WARRANTY COMPRISES ARMADILLO'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH ARMADILLO PRODUCTS OR ARMADILLO FASTENERS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. ARMADILLO EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL ARMADILLO BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, 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.

#### WARRANTY CLAIM PROCEDURE

All claims and notices must be sent to:

**ARMADILLO WARRANTY DEPARTMENT**

210 Ampe Drive  
Paynesville, MN 56362

**PHONE:** 1-320-243-7318

**FAX:** 1-320-243-2077

**EMAIL:** info@armadillodeck.com

If a defect is discovered in an Armadillo product or fastener the purchaser must either make temporary repairs or cordon off the area at purchaser's expense. If requested, purchaser must allow Armadillo or its agents onto purchaser's property to investigate the claim to determine what repairs or removal of materials may be undertaken.

No products shall be returned to Armadillo without Armadillo's written authorization.

Any removal or disposal of defective products shall be at the purchaser's expense after the first two (2) years of the warranty.

If making a claim relating to Stain Resistance:

- Purchaser must try to clean affected area of the deck by using soap and water or mild household cleaners after no more than one (1) week of exposure to the food or beverage to the Armadillo Decking or first appearance of mold or mildew.
- If the decking remains reasonably unsatisfactory after cleaning procedures, then purchaser must have the stain professionally cleaned at purchaser's expense.
- If the stained area remains unsatisfactory after the professional cleaning, purchaser must make a claim under the warranty within thirty (30) days after the professional cleaning.

To make a warranty claim under this limited warranty, purchaser shall send a description of claim, photographs, proof of purchase and if the claim relates to stain resistance, proof of compliance in above paragraph.

# CAPPED COMPOSITE LIMITED LIFETIME WARRANTY (cont.)

Heritage, Lifestyle, Impressions, Essentials, & 2x4's

## LIMITED LIFETIME WARRANTY FOR RESIDENTIAL APPLICATIONS LIMITED 10 YEAR WARRANTY FOR COMMERCIAL APPLICATIONS

### PURCHASER'S SOLE REMEDY

Subject to the terms and conditions herein, Armadillo shall be responsible for the labor, removal and replacement costs with contractors of Armadillo's choosing for the first two (2) years of the warranty period. Thereafter, purchaser's sole remedy, and Armadillo's sole liability, for any claim whatsoever relating to the Armadillo Product or Armadillo Fastener, including without limitation any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Armadillo Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes of regulations, or otherwise) or any claims that the Armadillo Products or Armadillo Fasteners failed to perform as warranted above, is and shall be the replacement of the defective Armadillo Product or Armadillo Fastener with new Armadillo Product or Armadillo Fastener, as the case may be in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein or the number of installation as reasonably possible, in Armadillo's discretion and determination, but Armadillo does not guarantee an exact match as colors and designs may change. Additionally, Purchaser agrees to the use of the fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. Armadillo may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

### PRORATED LIMITED LIFETIME RESIDENTIAL WARRANTY SCHEDULE

| RECOVERY | YEARS OF CLAIM |
|----------|----------------|
| 100      | 2-10           |
| 80       | 11-13          |
| 60       | 14-16          |
| 40       | 17-19          |
| 20       | 20-22          |
| 10       | 23-25          |
| 0        | after 25 years |

### PRORATED LIMITED 5 YEAR COMMERCIAL WARRANTY

| RECOVERY | YEARS OF CLAIM |
|----------|----------------|
| 100      | 1-2            |
| 50       | 3-4            |
| 10       | 5              |
| 0        | after 5 years  |

### EXCLUSIONS AND LIMITATIONS OF CERTAIN DAMAGES

In no event will Armadillo be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the Armadillo Products or Armadillo Fasteners or resulting, directly or indirectly, from any defect in the Armadillo products or Armadillo Fasteners, including but not limited to damage, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if Armadillo is expressly advised about the possibility of such damages. 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. In addition, this Limited Warranty does not cover and Armadillo shall not be liable for any installation, removal or reinstallation costs after the first two (2) years. Armadillo does not warranty against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Armadillo products and/or failure to abide by Armadillo's written instructions and any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping; (2) use of Armadillo Products beyond normal use or in application not recommended or permitted by Armadillo's written instructions

## CAPPED COMPOSITE LIMITED LIFETIME WARRANTY (cont.)

Heritage, Lifestyle, Impressions, Essentials, & 2x4's

### **LIMITED LIFETIME WARRANTY FOR RESIDENTIAL APPLICATIONS LIMITED 10 YEAR WARRANTY FOR COMMERCIAL APPLICATIONS**

#### **EXCLUSIONS AND LIMITATIONS OF CERTAIN DAMAGES (cont.)**

and applicable laws and building codes; (3) movement, distortion, collapse or setting for the ground or the supporting structure on which Armadillo Products are installed; (4) Defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair; (5) any Act of God including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.; (6) discoloration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners and suntan lotion), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (7) damages resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces; (8) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides NOT recommended by the manufacturer in writing; (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Armadillo Products; (10) climate change, environmental conditions, static electricity or any cause beyond the control of Armadillo; (11) variations or changes in color of Armadillo Products; (12) improper handling, maintenance, storage, abuse or neglect of Armadillo Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; (15) surface damage (including but not limited to metal shovels, sharp edged tools, patio furniture, dragging, etc.); or (16) any fasteners not supplied or approved by Armadillo.

No warranty is given with respect to any fasteners other than the Armadillo Fasteners. Other fasteners whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer.

#### **ADDITIONAL TERMS AND LIMITATIONS**

The suitability of the Armadillo Products for Purchaser's property for the installation and use of the Armadillo Products, including but not limited to whether the Armadillo Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property, is the responsibility of the Purchaser and/or its design professional, and not that of Armadillo. Armadillo does not provide architectural or engineering services. Armadillo makes no express or implied warranty or representations as to suitability of the Armadillo Products for, or actual performance, capabilities or operation of the Armadillo Products at, Purchaser's property or under the conditions of Purchaser's use.

Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (i) the Armadillo Product or Armadillo Fastener is not installed, maintained and/or used strictly in accordance with Armadillo's written instructions, and all applicable laws, codes and regulations; (ii) misuse of the product, whether foreseeable or unforeseeable; (iii) failure of properly and timely maintenance or repair; (iv) failure to provide timely notice to Armadillo of any failure or defect of the Armadillo Product or Armadillo Fastener; or (v) use of fasteners other than the Armadillo branded fasteners or approved hidden fasteners listed on [armadillodeck.com](http://armadillodeck.com) to the extent that the Armadillo Product failures resulted from the use of non-approved fasteners.

#### **CHOICE OF LAW**

The laws of the State of Minnesota shall govern any and all claims under this limited warranty including its limitations, interpretation or breach.