



## DBA: Arbutus Vinyl Ltd.

Between: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ (hereinafter known as the "Customer")

And: Arbutus Vinyl Ltd  
#1117-11871 Horseshoe Way  
Richmond B.C. V7A 5H5  
(hereinafter known as the "Company")

Installed Location: \_\_\_\_\_  
(insert civic address)

### LIMITED WORKMANSHIP WARRANTY

**THE COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED. PLEASE READ AND UNDERSTAND THE CONDITIONS APPEARING HEREIN.**

#### Workmanship Warranty

The Company warrants to the Customer, as the original customer of the Work (as defined below) performed by the Company, to repair, free of charge, any component of the Project (as defined below) which has failed solely due to defective installation or construction workmanship performed by the Company, or its employees or authorized agents or contractors, for a period of five (5) years from the completion of the Work, which completion shall be deemed to be the date of the Invoice (as defined below), specifically excepting any defects in any materials or components relating to or of the Project or the Work, (which materials or components may be covered by separate manufacturer's warranties), provided that the Customer strictly adheres to all of the terms and conditions set out in this Agreement and performs the requirements of the Customer's Maintenance Program, as set out below. "Work" means, and is limited to, the work and labour performed by the Company, or its employees or authorized agents or contractors, for the benefit of the Customer and relating to the installation of DekSmart™ vinyl decking (the "Project") as indicated in the Company's invoice (the "Invoice") rendered in connection with the Work.

This Warranty does not apply if:

- the Project or any part thereof has been damaged by accident, vandalism, abnormal usage or abuse, misuse, negligence, fire, natural disasters (including, but not limited to, lightning, wind, hail, floods, earthquakes) or other act of God, settlement, warping, distortion, failure, normal weathering, cracking or movement of any deck, wall or foundation of building(s) on the Property, any damage by traffic on or about the Project or by impact of foreign objects or by contamination of any membrane by corrosive chemicals, oils, gases or any misuse, neglect or improper handling of the Project, infiltration or condensation or moisture in, through, around or above the walls of any buildings or structures, ponding water caused by inadequate slope, improperly positioned drains or settling of any building or structure, failure of the building or structure to prevent ingress of wind, vapour diffusion or precipitation into the Project, or by other causes beyond the control of the Company;
- the Project, or any part thereof has been damaged by work, modifications, alterations or attachments made by, or other acts of, the Customer or third parties which have not been authorized by the Company or by any separate manufacturer of materials or components;
- the Project or any part or any materials or components thereof has not been maintained in accordance with any instructions supplied by the Company or any separate manufacturer.

This Warranty excludes:

- any problems arising as a result of improper preparation of the surface upon which the Project is installed or constructed, the structure of such surface or the materials used in connection with such surface;
- any damage to the exterior or interior of structures or building(s) on the Property upon or in connection with which the Work was performed;
- problems due to moisture including, without limitation, fungus, discoloration, alkali, condensation or hydrostatic pressure.
- appearance problems (may be covered by separate manufacturer's warranties) such as fading or discoloration resulting from, but not limited to: weathering; pedestrian traffic; misuse; neglect; hydrostatic pressure; fungus or bacterial growth; biodegradable matter; problems due to inadequate slope of the surface, improperly positioned drains or building or structure settling which results in ponding water; or nails, screws or substrate seams or cracks which become visible.
- any imperfections (e.g., plywood joints, nails or screws, substrate delamination, telegraphing) which are not seen or visible to the human eye under the high noon sun from 6' away.
- in the event a claim is approved under this Warranty: (i) the costs and expenses associated with the removal and replacement of siding, stucco, railings, hot tubs, planters, furniture, carpeting or any other materials either permanently or temporarily attached to the building or structure on which the Work was performed; (ii) cleaning the building or structure on which the Work was performed (since the repair or replacement of any defective workmanship may require the application of a sealer); it is the responsibility of the Customer to provide a clean surface for maximum adhesion; and (iii) color matching of any products.

### LIMITATION OF LIABILITY

The Company's workmanship or any part thereof in connection with the Work claimed to be defective shall be held until inspected by an authorized representative of the Company and, upon his specific instructions, the Company's workmanship or any part thereof found to be defective will be repaired by the Company as provided herein. The Company's obligations hereunder shall be limited solely to furnishing labour to repair any defective installation or construction workmanship. Any such repair by the Company hereunder shall not extend the warranty period. THE LIABILITY OF THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND SERVANTS AND ITS

AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND SERVANTS TO THE CUSTOMER WITH RESPECT TO THE WORKMANSHIP OF THE COMPANY RELATING TO THE WORK SHALL BE LIMITED TO REPAIR AS PROVIDED HEREIN TO A MAXIMUM OF THE COST OF THE WORK PERFORMED BY THE COMPANY, AS INDICATED ON THE INVOICE, AND DOES NOT INCLUDE ANY COST OF REMOVAL OR REINSTALLATION OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OF ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, CUSTOMER'S TIME AND CLAIMS OF THIRD PARTIES.

THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND SERVANTS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND SERVANTS SHALL NOT BE LIABLE FOR PERSONAL INJURIES OR DEATH TO ANY PERSON OR FOR ANY LOSS, DAMAGE, LIABILITY, CLAIM, OR EXPENSE OF ANY KIND OR NATURE WHETHER TO OR RELATED TO THE PROJECT, THE PROPERTY, THE CUSTOMER, OR ANY OTHER PROPERTY, CAUSED OR CONTRIBUTED TO, DIRECTLY OR INDIRECTLY, BY THE COMPANY'S PERFORMANCE OF THE WORK, BY THE OWNERSHIP, DELIVERY, INSTALLATION, OR POSSESSION OF THE PROJECT, BY THE PROJECT OR ANY INADEQUACY THEREOF FOR ANY PURPOSE OR ANY DEFICIENCY OR DEFECT THEREIN, THE USE OR MAINTENANCE THEREOF, ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF OR ANY LOSS OF BUSINESS, OR BY ANY OTHER CAUSE OR REASON WHATSOEVER OR HOWSOEVER CAUSED, CONSEQUENTIAL OR NOT, INCLUDING THE NEGLIGENCE OR DEFAULT OF THE COMPANY, AS ALL SUCH RISKS AS BETWEEN THE COMPANY AND THE CUSTOMER ARE TO BE BORNE BY THE CUSTOMER. THE CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY COST, EXPENSE, CLAIM, ACTION, LIABILITY OR SUIT ARISING FROM DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE PROJECT BEING OUT OF SERVICE FOR REPAIR OR MAINTENANCE.

THIS WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION), SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CERTAIN CUSTOMERS.

#### **DISCLAIMER OF WARRANTIES**

THIS WARRANTY IS IN SUBSTITUTION FOR DAMAGES TO WHICH THE CUSTOMER MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY AND, IN PARTICULAR, IN LIEU OF AN ACTION FOR FUNDAMENTAL BREACH OF CONTRACT, THE CUSTOMER WILL BE BOUND BY THE PROVISIONS OF THIS WARRANTY. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AGREEMENTS, REPRESENTATIONS OR CONDITIONS OF THE COMPANY WHETHER WRITTEN, ORAL, COLLATERAL, STATUTORY, IMPLIED OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE COMPANY SHALL NOT BE VIRTUE OF HAVING PERFORMED THE WORK IN CONNECTION WITH THE PROJECT BE DEEMED TO HAVE MADE ANY OTHER WARRANTY, AGREEMENT, REPRESENTATION OR CONDITION WHATSOEVER, NO REPRESENTATIVE, EMPLOYEE, AGENT OR CONTRACTOR OF THE COMPANY OR ANY OTHER PERSON IS AUTHORIZED TO ASSUME ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE WORK PERFORMED BY THE COMPANY EXCEPT AS DESCRIBED HEREIN.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CERTAIN CUSTOMERS.

#### **REQUIRED CUSTOMER MAINTENANCE**

Once each year during the Customer's ownership of the Project, the Customer agrees to inspect the Project and perform the following maintenance tasks:

- Check and repair, or cause to be repaired, all caulking, seams, fasteners and sealants to confirm proper adhesion. Repair or replace, or cause to be repaired or replaced, questionable areas with approval products.
- Remove all deck railing fasteners and re-seal and caulk. Replace any rusted or worn connections.
- Do a complete visual inspection of deck surface to confirm the absence of cuts or abrasions. Contact Company if any suspect areas are located.
- Any and all leaks or water penetration of the Project are to be reported to the Company immediately.
- Service charges by the Company for customer-caused repairs are, as at the date of this Agreement, \$ \_\_\_\_80\_\_\_\_ per hour (1 hour minimum); provided, however, the Customer acknowledges and agrees that these charges may be changed by the Company upon prior notification by the Company.
- Check all components of the Project for evidence of corrosion, and clean, repair or replace components as required including, without limitation, as caused by accident, abuse, misuse, negligence, fire, or Act of God, or if damaged by modifications, alterations or attachments made by, or other acts of, the Customer which have not been authorized by the Company.

#### **QUALIFICATIONS FOR, AND CONDITIONS TO, WARRANTY COVERAGE**

Warranty Coverage hereunder shall only be provided to the Company in accordance with the following:

- If the Customer fully completes and signs the invoice or contract with respect to the Customer's purchase of the Work by the Company. The failure of the Customer to complete and return the invoice or contract with respect to the Customer's purchase shall disentitle the Customer to the warranty coverage provided hereunder but shall not in any manner whatsoever affect the other provisions hereof including, without limitation, the limitation of liability and disclaimer of warranties.
- If the full purchase price for the Work performed by the Company has been paid to the Company.
- All claims under this Warranty are to be made by the Customer in writing to the Company within thirty (30) days of the discovery of the alleged defect in workmanship and within the period covered by this Warranty. All claims shall include a copy of the Invoice or contract establishing the date of performance of the Work by the Company and the original cost of the Work. The Company must be allowed a reasonable opportunity to inspect, as contemplated above, any alleged defect before any warranty claim is processed or any repairs are made hereunder. The Company must also, as a result of such inspection, acknowledge in writing that the alleged defect in workmanship is covered by this Warranty.
- This Warranty is for the exclusive benefit of the Customer, as the original customer of the Work performed by the Company, and is not assignable or transferable by the Customer.

#### **OTHER INFORMATION**

This Warranty shall be construed and enforced in accordance with, and the rights of the parties herein shall be governed by, the laws of the Province of British Columbia. Any and all disputes arising under this Warranty, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of British Columbia.

If two or more individuals, corporations, partnerships or other entities (or any combination of two or more thereof) shall sign or be subject to the terms and conditions of this Agreement as the Customer, the liability of each of them under this Agreement shall be deemed to be joint and several.

The Company respects your privacy. The Company protects your personal information and adheres to all legislative requirements with respect to protecting your privacy. We do not rent, sell or trade our customers' personal information. By signing the invoice or contract with respect to the Customer's purchase of the Product, the Customer consents to the collection, use and disclosure of personal information by the Company for the purposes of processing claims under this Warranty, addressing issues relating

to the Work, the Project and/or the Invoice, keeping you informed and up to date on the activities of the Company and its affiliates including, without limitation, new products and services and more through periodic contracts.

\_\_\_\_\_  
Address of Installation of Product

\_\_\_\_\_  
Customer Home Owner or Property Owner Name

\_\_\_\_\_  
Customer Address

(\_\_\_\_\_) \_\_\_\_\_

Telephone

\_\_\_\_\_  
Date Work Performed or Occupancy (if new home)

Type of Project:     Deck     Balcony     Roof     Poolside     Other: \_\_\_\_\_

Product and Color Installed: \_\_\_\_\_

Size (Sq. Ft./Mtrs): \_\_\_\_\_

Rev 07/07