

Plastival Inc.

20 YEAR LIMITED WARRANTY

Plastival, Inc. hereafter (“Plastival”) warrants to the original purchaser (“Purchaser”) that, for a period of 20 years from the date of purchase, under normal use and conditions, Plastival composite and vinyl products shall be free from defects in material and workmanship, and shall not crack, split, splinter, rot, blister, pit or incur damage from termites or fungal decay. If a defect occurs within the warranty period, Purchaser shall promptly notify Plastival in writing and, upon confirmation by an authorized Plastival representative of such defect, Plastival’s sole responsibility shall be at its option, to either replace the defective item or refund the pro-rated portion of the purchase price paid by Purchaser for such defective item (not to include the cost of its initial installation).

This warranty shall not cover and Plastival shall not be responsible for costs incurred with respect to the removal of defective Plastival products or the installation of replacement materials, including but not limited to labor and freight.

Plastival does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition resulting from (1) improper installation as failure to follow Plastival installation guidelines; (2) use of Plastival products beyond normal use, or in an application not recommended by Plastival’s guidelines and local building codes; (3) movement, distortion or settling of the ground on which Plastival products are installed; (4) any act of God (such as severe wind, earthquake, flooding, lightning etc.), environmental condition (such as atmospheric pollutants, mold, mildew, etc.), or staining from foreign substances (such as oil, grease, dirt, etc.); (5) variations or changes in color of Plastival products; (6) improper handling, storage, neglect or abuse of Plastival products by Purchaser; or (7) heat or excessive temperature exposure, or any other causes or occurrences beyond Plastival control and unrelated to the manufacturing process.

No person or entity is authorized by Plastival to make and Plastival shall not be bound by any statement or representation as to the performance of Plastival products other than as contained in this warranty. This warranty shall not be amended or altered except in writing and signed by Plastival and the Purchaser.

UNDER NO CIRCUMSTANCES WILL PLASTIVAL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT OR OTHERWISE, AND PLASTIVAL’S LIABILITY IN REGARD TO DEFECTIVE PRODUCTS SHALL IN NO WAY EXCEED THE REPLACEMENT VALUE OF SUCH PRODUCTS OR REFUND OF THE PRO-RATED PURCHASE PRICE. THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF PLASTIVAL.

All correspondence relative to this limited warranty should be addressed to the following, and include a description of the claimed defect and proof of purchase.

PLASTIVAL INC.
QUALITY CONTROL DEPT.
3055 ANDERSON
TERREBONNE, QUEBEC, CANADA J6Y 1W5

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