

Decking

Transferable Limited Warranty

Who is covered:

- The limited warranty is given to the original purchaser, residential or commercial as the case may be, for a period of twenty-Five years (25) for residential purchasers and ten (10) years for commercial customers, collectively referred to as the “Warranty Period”.
- For the purposes of this limited warranty, a “residential purchaser” shall refer to an individual residential homeowner using the property where installed for their personal, family and household use. A “commercial purchaser shall refer to any purchaser other than a residential purchaser, including buildings or property owned by corporations, governmental agencies, homeowner associations, cooperative housing arrangements and apartment buildings.
- This limited warranty may be transferred one time by the residential purchaser only within the Warranty Period. The second residential owner must notify Barrette Outdoor Living in writing within 60 days after the property transfer in order to qualify for the remaining term of the original 25-year limited warranty coverage. (Other than this one transfer, this warranty may not be transferred or assigned, directly or indirectly.) The ten (10) year limited warranty for commercial purchasers cannot be transferred.

What Is Covered By This Limited Warranty:

1. Product Performance

Barrette Outdoor Living warrants that your Product will remain free from manufacturing defects that adversely affect its performance during the warranty term and shall not split, splinter, or suffer structural damage from termites.

2. Stain

Barrette Outdoor Living warrants that your Product, will resist permanent staining from customary food and beverage items, including wine, tea, coffee, fruit punch, sodas, ketchup, salad oils, barbecue sauces, mustard and other food or beverage related items that would typically be present on a residential deck, provided that such substances are removed from the Product with soap and water or mild household cleaners (excluding bleach) after no more than one (1) week of exposure of the substances to the product surface. Barrette Outdoor Living does not warrant Products as 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 or from other non-food or beverage substances.

3. Fade

Barrette Outdoor Living warrants that your Product will resist color change from light and weathering exposure as measured by color change in excess of 5 Delta E (CIE) during the warranty term. Barrette Outdoor Living products are designed to be fade resistant, but not fade proof, and color changes that are equal to or less than 5 Delta E (CIE) are not covered by this warranty.

4. Replacement Labor

For the first Two (2) years of this Warranty, deck / dock / fascia boards that have been properly installed in strict accordance with the manufacturer’s installation instructions and are determined (by the manufacturer, whose determination shall be conclusive) as a manufacturing defect due to a breach of the Warranty in paragraph 1 (“Product Performance”) above, the deck owner will be provided with a square foot decking replacement labor allowance of \$4.00 (USD) per square foot as its sole and exclusive remedy. Disposal of materials and the cost of permits required or obtained in connection with installing replacement products, as well as all other costs and expenses, are excluded.

What this Limited Warranty does not Cover:

This warranty does not cover damage resulting from:

1. Damages arising from or relating to:

- (a) application of your Product not in strict accordance with Barrette Outdoor Living’s printed application instructions or building codes, or in an application not recommended by Barrette Outdoor Living if the improper installation was the cause of the damage.
- (b) settlement, movement, or defects in the building, foundation, supporting structure, or ground where the Product was applied.
- (c) inadequate ventilation under your Product.

2. Non-installation related material damages or surface abrasions caused as a result of:

- (a) acts of God, such as earthquakes, flooding, lightning, hail, hurricanes, tornadoes, or windstorms.
- (b) impact of foreign objects or foot traffic on your Product.
- (c) improper storage or handling of your Product.
- (d) any exposure to or application of paints or any improper cleaning solutions, coatings, liquid chemicals, or exposure to environmental conditions (such as air pollution or fungus, mold, lichen or algae, or other contaminants).
- (e) dragging or movement of furniture, equipment, or other items on the surface of the deck.
- (f) use of a pressure washer to clean the surface of the decking.

3. Shading, or variations in the color of your decking product including discoloration caused by normal weathering, chipping, or scratching. NOTE: Color variation occurs naturally during the manufacturing process and should be expected. When exposed to the elements, color variation due to weathering may be uneven because of exposure to different amounts of sunlight.

4. Barrette Outdoor Living shall not be responsible for labor costs and expenses incurred with respect to the replacement of any defective products outside of the standard 2 Year Limited Labor Warranty.

5. Damage to the interior or exterior of any building, including, but not limited to, mold growth.

6. Materials not covered by the stain resistant warranty include abrasive compounds of acidic or basic pH, cementitious materials, strong solvents, adhesives, oil-based paints or stains, metallic rust and other abnormal residential deck use item. Including for example, but not limited to, fungicides, bactericides, biocides, plant food, pet or human stains such as vomit, blood, urine or feces.

7. Exposure to heat greater than 250 degrees F.

8. Surface damages or punctures.

Decking (Continued)

9. If paint or any other coating has been applied.
10. If food and/or beverage stains are not cleaned within one (1) week of exposure to food/beverage.
11. For any other claim not expressly authorized herein.

Other Limitations and Conditions:

Barrette Outdoor Living reserves the right to discontinue or modify its products, including the colors available without notice to the purchaser. Barrette Outdoor Living does not warranty that any replacement material will match or be identical to the original Product as replacement products may vary in color in comparison to the original Product as a result of normal weathering. Barrette Outdoor Living shall replace the product with a product of comparable quality or price range.

Claims: What You Must Do

Stain Claim:

Before Filing a stain claim with Barrette Outdoor Living, residential purchaser must clean the deck within one (1) week stain causing item makes contact with the deck, and also have the deck professionally cleaned at the residential purchaser's expense. If the deck still is not satisfactory, within thirty (30) days of professional cleaning file a claim. Pictures, proof of purchase, and proof of compliance above must be included for filing a stain claim.

What Barrette Outdoor Living does to Remedy the Problem:

Should your Barrette Outdoor Living product prove defective under warranty, you must send a notice in writing, together with proof of purchase to establish that you are the original owner (or proof of transfer if the second owner has properly transferred coverage), proof of application date, and a description and pictures of the alleged defect, to: Barrette Outdoor Living, 8 Morin Street, Biddeford, ME 04005, within 30 days after your discovery of the alleged defect. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to Barrette Outdoor Living. Within a reasonable time after receipt of proper notification, Barrette Outdoor Living will evaluate your claim and resolve it in accordance with this Warranty. If you replace your Product before Barrette Outdoor Living has an opportunity to evaluate your claim, your claim may be denied. You should have this warranty certificate signed and dated by your contractor, dealer, or home builder to help establish proof of purchase and related information. You should retain this warranty for your records in the event that you need to file a claim. If it is determined by Barrette Outdoor Living, in its sole discretion, the Product has a manufacturer defect in material or workmanship, Barrette Outdoor Living will replace or repair with new or equivalent products. If the Product is discontinued, Barrette Outdoor Living will repair or replace the Product with a product in comparable quality or price range.

Sole and Exclusive Warranty:

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OTHER RIGHTS AND REMEDIES AVAILABLE TO YOU UNDER APPLICABLE LAW OR REGULATION OR OTHERWISE ARE HEREBY DISCLAIMED AND BARRETTE OUTDOOR LIVING MAKES NO WARRANTY, CONDITION, REPRESENTATION, TERM, UNDERTAKING OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BARRETTE OUTDOOR LIVING HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, UNDERTAKINGS AND GUARANTIES, INCLUDING, WITHOUT LIMITATION, ANY WITH RESPECT TO MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BARRETTE OUTDOOR LIVING'S LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, TERM,

This warranty is effective for products purchased after May 13, 2020.

This warranty can also be found online at barretteoutdoorliving.com

To register your product, visit barretteoutdoorliving.com

In case of a warranty claim call 1-800-336-2383