Wallong<sup>®</sup> Decking Limited Warranty 20-YEAR LIMITED RESIDENTIAL WARRANTY 10-YEAR LIMITED COMMERCIAL WARRANTY



This Limited Warranty is ONLY applied to Superior (Co-extrusion), Sandblasted and ACME.

©2016 Wallong Technology Co., Ltd Wallong® is a registered trademark of Wallong Technology Co., Ltd

This Limited Warranty may be transferred by the Owner one (1) time during the first five (5) years of the Term from the date of the original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

This warranty is given to the Purchaser, residential application or commercial application as the case the may be, of Products. Wallong® warrants to Purchaser that: Products will not crack, split, splinter, rot, or suffer structural damage from termites or fungal decay when used in conjunction with an above ground application in a residential structure, under normal residential use and is installed and maintained according to manufacturer's guidelines.

In this Limited Warranty certain capitalized words have specific meanings:

"Wallong" means Wallong Technology Co., Ltd

"Products" means the Wallong® Decking purchased from Wallong Technology Co., Ltd

"Owner" means the owner of the real estate at the time the Products are installed on that real estate.

"Purchaser" means the original purchaser of the Products from Wallong  ${\rm I\!R}$ 

"Residential Application" means an installation of the product on an individual residence

"Commercial Application" means any installation of the product expect on an individual residence

"Term" means period of twenty (20) years (Residential) & ten (10) years (Commercial) from date of the original purchase, residential or commercial as the case may be

**Installation:** This warranty does not cover costs of installation, removal, or reinstallation, including but not limited to labor and freight. Wallong's sole obligation is limited to replacement of the Products, and Wallong shall have no further liability of obligation except as expressly stated herein. In no event will Wallong be liable for any incidental, special, indirect, or consequential damages resulting from any defect in the Products supplied, including but not limited to damage to property. Some countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**Obtaining Warranty Coverage:** If Purchaser discovers a defect in the Products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but no later than the end of the Term, notify Wallong in writing, at the following address or email. Immediately upon discovering any possible defect in the Products, the Owner must immediately make temporary repairs at the Owner's expense to protect all property that could be affected. This warranty gives you specific legal rights and you may also have other rights which vary from country to country.

Wallong Technology Co., Ltd Qiangou Industrial Park,Longdu,Ancheng Road, Chenghai District, Shantou, Guangdong, PRC, 515825 Attn: Wallong Email: inquiry@wallongwpc.com

Purchaser must include in this notification proof of purchase and a statement explaining the defect and date the Product was installed. Wallong may request additional information. After reviewing all information, Wallong will make a determination regarding the validity of such claim. If Wallong determines that Purchaser's claim is valid, Wallong will, at its option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation). If a Residential Purchaser makes a valid warranty claim hereunder during years six (6) through twenty (20) after the original purchase, then the Residential Purchaser's recovery will be prorated as indicated below. If Wallong is providing replacement materials, it may elect to replace the percentage, listed below, of boards otherwise meeting the requirements for a claim; if Wallong 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.

**20-Year Stain Resistance Limited Warranty:** The Products are also covered by a 20-Year Stain Resistance Limited Warranty. The Products are resistant to permanent staining from spills of food and beverage items include mustard, ketchup, barbecue sauce, canola oil, tea, coffee, wine, fruit punch, and sodas, so long as such substances are promptly removed from the Products in accordance with Wallong's written care and cleaning instructions for Products and are not rubbed into the Product and the spill has not also contacted another material causing a chemical reaction. Wallong does not warrant the Products to be stain proof, and does not warranty stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly and promptly cleaned as provided in Wallong's written care and cleaning instructions or which have been rubbed into the Products. The Limited Warranty does not cover any staining or damage to the Products caused by abrasive compounds of acidic and basic pH, mold/mildew, tobacco smoking, including, but not limited to, cigarette burns, cigar burns, cigar ash, paints or stains, solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, insect repellant/insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotion.

**Claims Regarding Stain Resistance:** If the Owner is making a claim relating to the Limited Warranty on stain resistance, the Owner must do all the following:

(1)Attempt to clean the affected area of the Products by using the cleaning procedures described in Wallong's written care and cleaning instructions promptly after the exposure of the food or beverage to the surface of the Products.

(2)If, after completing step one (1) above, the affected area remains reasonably visible, then the Owner must have affected area of the Products cleaned by a professional deck cleaner at the Owner's expense within one (1) week of the exposure of the food or beverage to the surface of the Products.

(3)If, after completing steps 1 and 2 above, the affected area still remains reasonably unsatisfactory, the Owner may make a claim under this Limited Warranty as provided herein, provided that such claim is made within thirty (30) days after the professional cleaning is completed.

Wallong® Decking 20 - Year Limited Residential Warranty	Year of Claim	0-5	6-9	10-12	13-15	16-18	19-20
	Recovery	100%	80%	60%	40%	20%	10%

Wallong <sup>®</sup> Decking	Year of Claim	0-2	3-5	6-8	9-10
10 - Year Limited Commercial Warranty	Recovery	80%	50%	30%	10%

Exclusions from Warranty Coverage: Wallong does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

(1) Improper installation of Wallong products and/or failure to abide by Wallong's installation guidelines, including but not limited to improper gapping.

(2) Use of Products beyond normal use, or in an application not recommended by the Wallong installation guidelines and local building codes.

(3) Movement, distortion, collapse or setting of the ground or the supporting structure on which the Products are installed.

(4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew,

etc.), or staining from foreign substances (such as dirt, grease, oil, etc.).

(5) Variations or changes in color of Products.

(6) Normal weathering due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, flake, chalk, or accumulate dirt or stains.

(7) Improper handling, storage, abuse or neglect of Products by Purchaser, the transfer or third parties.

(8) Ordinary wear and tear;

(9) Staining or discoloration due to foreign substances not covered in the "20-Year Stain Resistance Limited Warranty" including, but not limited to, food or beverages not promptly and properly cleaned, rubbed in food stains, stains caused by interactions with another item, such as metal furniture, stains not covered under this Limited Warranty or chemicals found in cleaners not covered under this Limited Warranty.

Limitations: DISCLAIMER OF WARRANTIES: EXCEPT FOR (1) THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, AND, (2) THE 20 YEAR LIMITED STAIN RESISTANCE WARRANTY APPLICABLE TO WALLONG WOOD DECKING ONLY (WHICH IS IN ADDITION TO THE WARRANTY CONTAINED HEREIN), WALLONG MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION FOR THE WARRANTY TERM AND BEYOND THE WARRANTY TERM.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. WALLONG 'S LIABILITIES ARE LIMITED SOLEY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL WALLONG LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE , ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. WALLONG 'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBE ABOVE.

**Miscellaneous:** This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and al other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Wallong and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Wallong shall not be bound by any such statements other than those contained in this warranty.

©2016 Wallong Technology Co., Ltd

Wallong® is a registered trademark of Wallong Technology Co., Ltd

To obtain a copy of the most current version of this Limited Warranty, visit us online at www.wallong-wpc.com.