



LIMITED WARRANTY

THIS LIMITED WARRANTY IS MADE AND GIVEN BY EVOKEK® (EVOKEK®).

THIS LIMITED WARRANTY APPLIES TO PRODUCTS PURCHASED FROM AN AUTHORIZED DISTRIBUTOR OF EVOKEK® OR EVOKEK®, AND SHALL NOT APPLY TO PRODUCTS INSTALLED IN COUNTRIES WHERE NO AUTHORIZED DISTRIBUTOR IS LOCATED AND SUCH PRODUCTS ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY EVOKEK® TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY EVOKEK® ON ANY SPECIFIC PRODUCTS.

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR EVOKEK® PRODUCT. THE LIMITED WARRANTY PROVIDED BY EVOKEK® CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE EVOKEK® PRODUCT. THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF EVOKEK®. THE PURCHASE AND/OR USE OF ANY EVOKEK® PRODUCT CONSTITUTES

ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

THIS LIMITED WARRANTY, IN SECTION 4, SETS FORTH A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE CLAUSE AND WAIVER WILL IMPACT HOW THE PURCHASER AND/OR USER MUST PROCEED IN RESOLVING ANY WARRANTY DISPUTE WITH EVOKEK®.

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A·THE LIMITED WARRANTY

A-1 EVODEK® warrants to the original purchaser (“Purchaser” , “you” or “your”) of the EVODEK® products noted below that, for the specified Warranty Period, such products shall, (a) under normal and proper service conditions, (b) when installed in accordance with EVODEK®’s written instructions and (c) when used and maintained in an above-ground application, remain free from material manufacturing defects and will not crack, splint, delaminate, rot, or suffer structural damage from fungal decay. For purposes of the Limited Warranty, the “original purchaser” means the individual or individuals who were the owners of the real property upon which EVODEK® product was installed.

A-2 The term of the Limited Warranty (“Warranty Period”) for different products (the EVODEK® Decking, the EVODEK® Cladding, the EVODEK® Railing, and the EVODEK® Fence), and different series (High-end, medium-end, and low-end) are different.

As to the warranty terms of EVODEK® Decking:

The Warranty Term (“Warranty Period”) for the EVODEK® Capped & Solid Decking Series shall be twenty-five (25) years for civil use from the date of original purchase, and ten(10) years for commercial use from the date of original purchase.

The Warranty Term (“Warranty Period”) for the normal EVODEK® Round Hole Decking Series

shall be fifteen (15) years for civil use from the date of original purchase, and ten(10) years for commercial use from the date of original purchase.

The Warranty Term (“Warranty Period”) for the normal EVODEK® Square Hole Decking Series

shall be ten(10) years for civil use from the date of original purchase, and five(5) years for commercial use from the date of original purchase.

As to the warranty terms of EVODEK® Wall Cladding:

The Warranty Term (“Warranty Period”) for the EVODEK® Wall Cladding Series shall be twenty-five(25) years for civil use from the date of original purchase, and ten(10) years for commercial use from the date of original purchase.

As to the warranty terms of EVODEK® Railing/Fence:

The Warranty Term (“Warranty Period”) for the EVODEK® Railing/Fence Series shall be ten(10) years for civil use from the date of original purchase, and five(5) years for commercial use from the date of original purchase.

EVODEK® warrants of the EVODEK® products noted above that, for the specific Warranty Periods, such products shall remain free from material manufacturing defects, or structural damages caused by termite, insect, or rot.

A-3 The term of the Limited Warranty (“Warranty Period”) for the EVODEK® Plastic Clips shall be fifteen (15) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the EVODEK® product was installed.

A-4 The term of the Limited Warranty (“Warranty Period”) for EVODEK® Metal Clips shall be twenty(20) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the EVODEK® product was installed.

A-5 EVODEK® written instructions are available from your EVODEK® dealer or your contractor or from EVODEK® official website at www.evodekco.com .

A-6 In the event of a failure of the above described EVODEK® products within the applicable Warranty Period as warranted above, when properly installed, used and maintained in the manner required by this Section 1, EVODEK® will replace the nonconforming item in the manner set forth in Section 2 below.

A-7 The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) EVODEK® makes for the above described EVODEK® products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including

but not limited to a EVODEK® dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. EVODEK® makes no other representation, guarantee or warranty regarding any EVODEK® product. No one is authorized to make any representation, guarantee or warranty on EVODEK®’s behalf, and EVODEK® shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any EVODEK® Product other than as expressly stated in this Limited Warranty.

A-8 This limited warranty comprises EVODEK®’s sole and entire warranty and obligation in connection with evodek products. EVODEK® disclaims and excludes all other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, quality, condition, suitability, or performance. All implied warranties, including merchantability and fitness for a particular purpose, not effectively disclaimed are limited to the applicable statute of limitations, but in no event will extend beyond the applicable warranty period. EVODEK® excludes and will not pay for any incidental and/or consequential damages. Under no circumstances shall evodek be liable for any damages (of any nature or description whatsoever) which exceed the actual purchase price of the defective product as adjusted on the basis of the prorated warranty schedule provided herein.

B·EVODEK®

CLAIMPROCEDURE

B-1 In order to proceed with a warranty claim against EVODEK®, the Purchaser must send to EVODEK® a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming EVODEK® product. All warranty claims should be forwarded to the EVODEK®'s address.

Purchaser's original proof of purchase must be from EVODEK® or an authorized EVODEK® product dealer. The proof of purchase was also show (a) the date of the original purchase and (b) that sufficient EVODEK® product has been purchased to cover the number of linear feet or meter claimed to be damaged. All warranty claims must be received by EVODEK® within the applicable Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the EVODEK® product.

B-2 Upon discovering a possible defect of any EVODEK® product, Purchaser shall, at Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected. Purchaser is not authorized to make any permanent repairs or remove any of the EVODEK® products prior to EVODEK® having confirmed its claim investigation and, should Purchaser violate these requirements, such violations shall serve to invalidate

and terminate the Limited Warranty provided by EVODEK®. No EVODEK® products shall be returned to EVODEK® unless directed and authorized by EVODEK® in writing to do so. Any removal or disposal of defective EVODEK® products shall be at Purchaser's sole cost and expense.

C·GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

C-1 Purchaser's sole remedy, and EVODEK®'s sole liability to Purchaser, for (a) any claim whatsoever relating to the EVODEK® product, (b) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of EVODEK® products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (c) any claims that the EVODEK® products failed to perform as warranted above, is and shall be limited to EVODEK®'s replacement of the defective EVODEK® product. EVODEK® shall not be responsible for the costs associated with the installation of the replacement EVODEK® product or the disposal of the defective EVODEK® product.

C-2 EVODEK®'s obligation to provide replacement product shall only be in an amount equal to the volume (linear feet or meter) of defective material as listed on the Prorated Warranty Schedule contained herein or the number of defective EVODEK® Fasteners. EVODEK®'s replacement obligation allows EVODEK® to provide products as close in colour, design and quality to the original installation as reasonably possible, in EVODEK®'s discretion and determination. Purchaser acknowledges that EVODEK® does not guarantee an exact match as colours and designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In EVODEK®'s sole and absolute discretion, EVODEK® 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.

Percentage Recovery	10 Year of Warranty Claim	15 Year of Warranty Claim	20 Year of Warranty Claim	25 Year of Warranty Claim
100%	0-5years	0-8years	0-10years	0-12years
80%	6-7years	9-10years	11-13years	12-14years
50%	7-8years	11-12years	14-16years	15-17years
25%	9years	13-14years	17-18years	18-20years
10%	10years	15years	19-20years	21-25years

C-3 Under no circumstances whatsoever shall EVODEK® be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the EVODEK® products or resulting, directly or indirectly, from any defect in the EVODEK® products, including, but not limited to damage to, 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 EVODEK® is expressly advised about the possibility of such damages. Some states do not

1. Refund the portion of the original purchase amount that is defective in quality in monetary terms.
2. The compensation percentage is calculated according to the original purchase price of the defective product.
3. The Limited Warranty does not cover and EVODEK® shall not be liable for any of Purchaser's transport installation, removal or reinstallation costs.

C-4 EVODEK® does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to, in whole or in part, to: (a) improper installation of EVODEK® products, (b) failure to abide by EVODEK®'s written instructions, (c) failure to comply with any and all applicable laws or building codes, including but not limited

to improper structural support, fastening, ventilation or gapping, (d) use of EVODEK® products beyond normal use or in an application not recommended or permitted by EVODEK®'s written instructions and applicable laws and building codes, (e) movement, distortion, collapse or settling of the ground or the supporting structure upon which EVODEK® Products are installed, (f) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair, (g) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (h) discolouration, 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), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains), (i) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces, (j) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides, (k) fading, flaking or other deterioration of any paints, stains or other coat-

ings placed on the EVODEK® Products, (l) climate change, environmental conditions, static electricity or any cause beyond the control of EVODEK®, (m) variations or changes in colour of EVODEK® products, improper handling, maintenance, storage, abuse or neglect of EVODEK® products by Purchaser or any other party, (o) ordinary wear and tear.

C-5 No warranty is given with respect to any fasteners other than the EVODEK® 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.

C-6 Purchaser and/or Purchaser's contractor or representative is solely responsible for determining the suitability of any EVODEK® products for Purchaser's property and for the installation and use of any EVODEK® products. Purchaser and/or Purchaser's contractor or representative shall be solely responsible for determining whether the EVODEK® product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that EVODEK® does not provide architectural or engineering services. EVODEK® makes no express or implied warranty or representation as to the suitability of the EVODEK® Products for, or actual performance,

capabilities or operation of the EVODEK® Products at, Purchaser's property or under the conditions of Purchaser's use.

C-7 All warranties provided by EVODEK®, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: (a) the EVODEK® product is not installed, maintained and/or used strictly in accordance with EVODEK®'s written instructions, (b) the EVODEK® product is not installed in accordance with all applicable laws, codes and regulations; (c) the intentional or unintentional misuse of the EVODEK® product, whether foreseeable or unforeseeable; (d) the failure of Purchaser to properly and/or timely maintain or repair the EVODEK® product; (e) the failure by Purchaser to provide timely notice to EVODEK® of any failure or defect of the EVODEK® product.

D·BINDING ARBITRATION AND CLASS ACTION WAIVER

D-1 This section applies to any dispute between you and EVODEK® relating to your EVODEK® product which is not resolved as part of the warranty claim process. Purchaser may not proceed with any dispute resolution alternatives until and unless EVODEK® and Purchaser fail to resolve Purchaser's claims during the warranty investigation process. "Dispute" will be given the broadest possible meaning allowable under law.

D-2 In the event of an unresolved warranty claim, Purchaser must provide written notice to EVODEK®. Such written notice must (a) include a written statement of the facts, (b) provide the name, address and contact information of the party giving it and (c) the relief requested. You must send any Notice of Dispute by registered mail to EVODEK®. Purchase and EVODEK® agree to attempt resolution of such dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, Purchaser is authorized to commence arbitration.

D-3 BINDING ARBITRATION. If you and evodek® do not resolve any dispute by informal negotiation, any effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court

before a judge or jury. Instead, all disputes will be resolved before a panel of three neutral arbitrators, whose decision will be final and binding. Any court with jurisdiction over the parties may enforce the arbitration award.

D-4 CLASS ACTION WAIVER. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Purchaser nor EVODEK® will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

D-5 Arbitration Procedure, Costs. Any disputes arising out of this Agreement, or any other issues related thereto, shall be exclusively brought to China International Economic and Trade Arbitration Commission (the "CIETAC" , <http://www.cietac.org/>.) in Beijing in accordance with the then current Rules of the CIETAC. Each party shall choose one arbitrator and the two chosen arbitrators shall pick up the third arbitrator upon mutual agreement, and in case no agreement on the third arbitrator can be reached, the third arbitrator shall be designated by the president of the CIETAC. The arbitration hearings shall be conducted in Qingdao, China. The losing party shall bear the arbitration costs for both parties.

D-6 The laws of the people's republic of china shall exclusively govern the interpretation of the limited warranty regardless of conflict of law principles.



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