



FIBERON COMMERCIAL LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR FIBERON PRODUCT. THIS WARRANTY IS A BASIS OF THE BARGAIN AND PURCHASE OF THE FIBERON PRODUCT AND SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF FIBERON. PURCHASE AND USE OF THE FIBERON PRODUCT CONSTITUTES ACCEPTANCE OF AND AGREEMENT TO THESE TERMS. SECTION 5 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH FIBERON.

1. LIMITED WARRANTY

- a. This Limited Warranty applies to Commercial Purchasers only. A Commercial Purchaser is any purchaser, such as a landlord, leasing company, or other person or entity that is not a Residential Purchaser, as that term is defined in the Fiberon Residential Limited Warranty.
- b. Fiberon Composites LLC, individually and doing business as Fiberon (“**Fiberon**”), warrants to the original purchaser only (“**Purchaser**”, “**You**” or “**Your**”) that for the Warranty Period set forth below the following Products (“**Fiberon Product**”) shall, under normal and proper service conditions, remain free from material manufacturing defects and will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay, when installed, used and maintained in an above-ground application and in accordance with Fiberon’s written instructions. This Limited Warranty shall apply only to the original purchaser of the applicable product and is not transferrable to any future owner or user of the product.
- c. The term of this Limited Warranty (“**Warranty Period**”) for the Fiberon Product listed below shall be equal to the corresponding number of years set in the chart below.

Product		Commercial Warranty Period	
		Physical Integrity	Stain and Fade Resistance
Decking	Fiberon Promenade Decking, Fiberon Paramount Decking, Fiberon Concordia Decking, Fiberon Sanctuary Decking, Fiberon Good Life Decking, Fiberon ArmorGuard Decking, and Veranda Decking	10 Years	10 Years
PE Decking used as Cladding	Concordia Symmetry Collection, Concordia Horizon Collection	10 Years	10 Years
Railing	Fiberon HavenView CountrySide Railing, Fiberon HavenView CitySide Railing, Fiberon Brio Rhythm Railing, Fiberon ArmorGuard Railing	5 Years	10 Years
Lighting	Caps, Side Light, Post Light, Riser Light, Flush Deck Light, Splitter, Harness, and Power Supply.	5 Years	NA
Fasteners	Fiberon EDGE*, Fiberon EDGEX*, ArmorGuard EDGE Hidden Deck Clips, Fiberon STARTER Clips	Lifetime	NA
	Phantom Universal Hidden Fasteners, Fiberon Phantom GT, and ArmorGuard Branded Hidden Fasteners	5 Years	NA

* Fiberon decking is warranted for use with Fiberon EDGE and EDGEX fasteners. Proof of purchase must reference Fiberon branded product.

The Warranty Period begins on the date of original purchase by or for a commercial application for a commercial purchaser as long as the Purchaser owns the property upon which the Fiberon Product was installed.

- d. For purposes of the above warranty periods, the following definitions and conditions apply:
- i. Physical Integrity. Subject to the exclusions and limitations set forth in this Limited Warranty, Fiberon warrants that, for the applicable Warranty Period set forth in Section 1, each Product shall remain free from material manufacturing defects and will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay, when properly installed, used and maintained for a commercial application and in accordance with Fiberon's written instructions for the Products.
 - ii. Stain and Fade Resistance. Subject to the exclusions and limitations set forth in this Limited Warranty, Fiberon warrants that, for the applicable Warranty Period set forth in Section 1, the Products will be resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a commercial deck, and that the Products will be resistant to color change from light and weather exposure as measured by color change in excess of 5 Delta E (Hunter) units. This warranty is applicable only to the extent the Products were installed, cared for and maintained in accordance with the Fiberon Care and Maintenance Instructions.
 - iii. Note that Fiberon does not warrant its Products to completely stain or fade proof. No material is completely stain or fade proof, especially (but not only) when stains result from substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.
- e. Fiberon written instructions are available from your Fiberon dealer or your contractor or from Fiberon at www.fiberondecking.com or by writing to Fiberon at the address stated below.
- f. In the event of a failure of the Fiberon Product or Fiberon Fastener within the applicable Warranty Period as warranted above, when properly installed, used and maintained as described above, Fiberon will replace the nonconforming item as set forth in Section 2 below.
- g. The limited warranty set forth in this Limited Warranty is the only warranty (whether written or oral, express or implied) Fiberon makes for Your Fiberon Product or Fiberon Fasteners; it is subject to all terms and conditions stated herein and no one (including but not limited to a Fiberon dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this Limited Warranty. Fiberon makes no other representation, guarantee or warranty. No one is authorized to make any representation, guarantee or warranty on Fiberon's behalf, and Fiberon shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Fiberon Product or Fiberon Fastener other than as expressly stated in this

Limited Warranty. THIS LIMITED WARRANTY COMPRISES FIBERON’S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH FIBERON PRODUCTS OR FIBERON FASTENERS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. 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. FIBERON EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL FIBERON BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

2. **GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS**

- a. **Purchaser’s Sole Remedy.** Purchaser’s sole remedy, and Fiberon’s sole liability, for any claim whatsoever relating to the Fiberon Product or Fiberon Fastener, including without limitation, any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Fiberon Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or any claims that the Fiberon Products or Fiberon Fasteners failed to perform as warranted above, is and shall be the replacement of the defective Fiberon Product or Fiberon Fastener with new Fiberon Product or Fiberon Fastener, as the case may be, in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein or the number of defective Fiberon Fasteners. Replacement Fiberon material will be as close in color, design and quality to the original installation as reasonably possible, in Fiberon’s discretion and determination, but Fiberon does not guarantee an exact match as colors and designs may change. Additionally, Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. Fiberon 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.

Prorated Limited Warranty Schedule		
Recovery	5-Yr Commercial	10-Yr Commercial
	Year of Claim	Year of Claim
100%	1 year	0-5 years
80%	2 years	6 years
60%	3 years	7 years
40%	4 years	8 years
20%	5 years	9 years
10%		10 years

- b. ***Exclusions and Limitations of Certain Damages.*** In no event will Fiberon be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the Fiberon Products or Fiberon Fasteners or resulting, directly or indirectly, from any defect in the Fiberon Products or Fiberon Fasteners, including but not limited to damage to, diminution in value 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 Fiberon is expressly advised about the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you.

In addition, this Limited Warranty does not cover and Fiberon shall not be liable for any installation, removal or reinstallation costs. Fiberon does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Fiberon Products and/or failure to abide by Fiberon's written instructions and any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping; (2) use of Fiberon Products beyond normal use or in an application not recommended or permitted by Fiberon's written instructions and applicable laws and building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Fiberon Products are installed; (4) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair; (5) any Act of God (including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.); (6) discoloration, 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 colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (7) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces; (8) the application or paints, stains, surface treatments or other chemical substances including but not limited to cleaner or pesticides; (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Fiberon Products; (10) climate change, environmental conditions, static electricity or any cause beyond the control of Fiberon; (11) variations or changes in color of Fiberon Products; (12) improper handling, maintenance, storage, abuse or neglect of Fiberon Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; or (15) any fasteners not supplied or approved by Fiberon.

No warranty is given with respect to any fasteners other than the Fiberon 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. **Additional Terms and Limitations.** The suitability of the Fiberon Products for Purchaser's property for the installation and use of the Fiberon Products, including but not limited to whether the Fiberon Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property, is the responsibility of the Purchaser and/or its design professionals, and not that of Fiberon. Fiberon does not provide architectural or engineering services. Fiberon makes no express or implied warranty or representation as to the suitability of the Fiberon Products for, or actual performance, capabilities or operation of the Fiberon Products at, Purchaser's property or under the conditions of Purchaser's use.

Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (1) the Fiberon Product or Fiberon Fastener is not installed, maintained and/or used strictly in accordance with Fiberon's written instructions, and all applicable laws, codes and regulations; (2) misuse of the product, whether foreseeable or unforeseeable; (3) failure of proper and timely maintenance or repair; (4) failure to provide timely notice to Fiberon of any failure or defect of the Fiberon Product or Fiberon Fastener; or (5) use of fasteners other than the Fiberon-branded fasteners or approved hidden fasteners listed on www.fiberondecking.com to the extent that the Fiberon Product failures resulted from the use of non-approved fasteners.

- d. **Lighting.** If within five (5) years from the date of purchase, this product fails due to a defect in material or workmanship, Fiberon will repair or replace it, at its sole option, free of charge. The warranty does not apply to: (1) damage caused by accident, abuse in handling, or dropping; (2) acts of God; (3) units which have been subject to unauthorized repair, opened, taken apart or otherwise modified; (4) units not used in accordance with directions; (5) damages exceeding the cost of the product; (6) sealed lamps and/or bulbs, LEDs and batteries; (7) the finish on any portion of the product, such as surface scratches and/or weathering, as this is considered normal wear and tear.

3. **WARRANTY CLAIM PROCEDURE**

- a. To make a claim under this Limited Warranty, You must send a copy of this warranty document, copy of original proof of purchase, and photos of the defective or nonconforming Product, to the address below. Such proof of purchase must be from an authorized Fiberon Product dealer and must show (1) the date of the purchase and (2) that sufficient Product has been purchased to cover the number of lineal feet claimed to be damaged. All warranty claims must be received by Fiberon within the 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 Product.
- b. If mailing, Claims and Notices must be sent to:

Fiberon

Consumer and Technical Support
Department 181 Random Dr.
New London, NC 28127 USA
Phone 844-226-3958 | Fax 704-463-1750 | email info@fiberondecking.com

If electronic, Claims and Notices must be sent to:

<https://fiberon.insightpro.com/#/page/customer-warranty-request>

- c. Upon discovering a possible defect with a Product, You must make temporary repairs or cordon off the area at issue at your expense to protect all property and persons that could be affected. Upon Fiberon's reasonable request, You must permit Fiberon and/or its authorized agents to enter, at reasonable times, Your property to inspect the Product that You claim is defective. Fiberon must have made a determination on Your warranty claim before any permanent repairs or removal of materials may be undertaken, or this Limited Warranty may be void. No Products may be returned to Fiberon unless directed and authorized by Fiberon in writing to do so. Any removal or disposal of defective Products shall be at Your expense.
 - d. Please register your warranty at <https://www.fiberondecking.com/resources/warranty-registration/warranty-registration-form>. Fiberon strongly suggests You register Your warranty for quicker technical support and warranty service. Fiberon product registration is voluntary. Failure to register will not diminish Your Limited Warranty rights.
4. **BINDING ARBITRATION IF YOU LIVE IN THE UNITED STATES**

This section applies to any dispute between You and Fiberon relating to Your Fiberon Product. "Dispute" will be given the broadest possible meaning allowable under law.

4.1 Notice of Dispute. In the event of a dispute, you must give Fiberon a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Fiberon, Consumer and Technical Support Department, 181 Random Dr. New London, NC 28127. You will attempt to resolve any dispute with Fiberon through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you may commence arbitration.

4.2 Arbitration Procedure, Costs, Fees and Incentives. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and in many cases its Supplementary Procedures for Consumer-Related Disputes. For more information, see www.adr.org or call 1-800-778-7879. In any dispute seeking less than \$10,000 in damages, Fiberon will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees if you are the prevailing party. You agree to commence arbitration only in your county of residence or New London, NC.

5. **CHOICE OF LAW**

North Carolina law shall govern the interpretation of this Limited Warranty and any claim that Fiberon has breached it, regardless of conflict of law principles.

Please register your warranty at <https://www.fiberondecking.com/resources/warranty-registration/warranty-registration-form>. Fiberon strongly suggests our customers register their warranty for quicker technical support and warranty service. Fiberon product registration is voluntary. Failure to register will not diminish Your Limited Warranty rights.

Fiberon Respects Your Privacy. Fiberon does not trade consumer information. Just as important, You control how Fiberon contacts You. We will collect Your preferences at the end of warranty registration and we encourage You to view our complete online privacy policy at <https://www.fiberondecking.com/privacy-statement>.