

TREX® RAINESCAPE®
LIMITED TWENTY YEAR WARRANTY

READ THESE WARRANTY TERMS CAREFULLY BEFORE INSTALLING OR USING THE TREX® RAINESCAPE® DECK DRAINAGE SYSTEM. INSTALLATION AND USE OF THE SYSTEM AND/OR ANY OF ITS COMPONENTS SHALL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS WARRANTY. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS WARRANTY, RETURN THE TREX RAINESCAPE DECK DRAINAGE SYSTEM TO THE PLACE OF PURCHASE FOR A FULL REFUND.

1. **WARRANTY.** DRI-Deck Enterprises, LLC (“DRI-Deck”) warrants to the original end use purchaser (“Owner”) that the Trex RainEscape Deck Drainage System (“System”) will be free from defects in materials or workmanship under normal and proper use for a period of twenty years (“Warranty Period”) from the date of purchase and that Trex RainEscape branded components will conform to DRI-Deck’s published manufacturer specifications, but only with respect to use of the System on the original structure to which it was installed. THIS WARRANTY IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

This limited warranty shall not apply if (i) the original end use purchaser fails to install and maintain the System in strict compliance with DRI-Deck’s installation and maintenance instructions, (ii) the System has been damaged as a result of misuse or abuse, by accident or by negligence, including, without limitation, striking, breaking, puncturing, cutting, burning or melting the System and all other activities which cause damage to the System, (iii) the System has been damaged as a result of shifting soils, (iv) the System has been damaged as a result of an Act of God, including, without limitation, hurricanes, tornadoes, floods, earthquakes, forest, wild or other fires and other severe weather or natural phenomena, (v) the System has been damaged as a result of the disposal of caustic substances through the System, (vi) the System has been altered, (vii) the System has been damaged as a result of improper storage, handling or use of the System, or (viii) the System fails to perform to DRI-Deck’s published specifications for any reason other than defects in materials or workmanship.

Subject to the conditions set forth in this Limited Warranty, DRI-Deck will, at its option, either repair or replace product which proves to be defective during the warranty period.

2. **DISCLAIMER OF ALL OTHER WARRANTIES.** The preceding warranty is the sole and exclusive warranty, express and implied, extended by DRI-Deck with respect to the System and System components. The express warranty set forth above supersedes any and all prior, contrary or additional warranties and representations, whether written or oral. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY DRI-DECK, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY DRI-DECK, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO EMPLOYEE, REPRESENTATIVE, AGENT OR DISTRIBUTOR OF THE SYSTEM HAS ANY AUTHORITY TO BIND DRI-DECK TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN ABOVE.

3. **EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.** If during the Warranty Period, the System or System components do not conform to the Warranty set forth herein with respect to the original structure to which it was installed and if the Owner shall provided DRI-Deck with written notice of the claimed defect and otherwise comply with the terms set forth below, then within a reasonable time of its determination that the System or System components do not conform to the Warranty set forth above DRI-Deck will, at its option and in its sole discretion, one of the following: (i) provide replacement parts/components for any nonconforming or defective parts/components, or (ii) remit to Owner the

percentage of the purchase price Owner paid to purchase the non-conforming System parts/components equal to the percentage of the Warranty Period remaining from the time Owner notified DRI-Deck in the manner provided below of the nonconformity. THESE REMEDIES ARE THE EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF WARRANTY. Consequently, without limiting the generality of the foregoing, DRI-Deck under no circumstances provide or be liable for labor costs, costs of removal or reinstallation of parts/components of the System, disposal costs, freight, taxes, or any other costs, charges or expenses incurred by Owner in connection with any nonconforming or defective parts/components

4. **DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** DRI-DECK SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, TREBLE, EXEMPLARY OR OTHER SIMILAR LOSS OR DAMAGE ARISING UNDER OR AS A RESULT OF THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES ARISING OUT OF OR RESULTING FROM DRI-DECKS' FAILURE TO TIMELY DELIVER SYSTEM PARTS/COMPONENTS, FROM THE USE, MISUSE, INABILITY TO USE THE SYSTEM AND/OR SYSTEM PARTS/COMPONENTS, FROM THE PERFORMANCE OF THE SYSTEM AND/OR SYSTEM COMPONENTS OR FROM ANY ACT OR FAILURE TO ACT BY DRI-DECK. However, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

5. **PROCEDURE FOR INITIATING A WARRANTY CLAIM.** As a condition precedent to Owner's right to seek a remedy for a System or System products/components which allegedly does not conform to the warranty set forth in this Limited Warranty, Owner must strictly comply with all of the terms of this Limited Warranty; if Owner fails to strictly comply with all of the terms of this Limited Warranty, DRI-Deck shall have no obligation or liability of any kind or nature under this Limited Warranty. Owner must notify DRI-Deck, in writing, at the address set forth below, of the alleged failure to conform to the warranty within thirty (30) days after Owner discovers the alleged nonconformity. The notice must also provide clear, unaltered pictures of the alleged non-conformity, describe with reasonable specificity the location and nature of the alleged nonconformity, include the original invoice or other proof of purchase, provide evidence establishing that the Owner was the initial purchaser of the System, provide evidence establishing the date the System was purchased, provide evidence establishing the address of the site where the System was initially installed, and provide the Owner's name and contact information. Thereafter, Owner must cooperate with DRI-Deck by promptly supplying such additional information as DRI-Deck may reasonably request in order to establish whether or not System parts/components failed to conform to the warranty set forth herein and by providing DRI-Deck and/or its representatives with access to the System to conduct any reasonable inspection which they deem necessary. If Owner fails to supply DRI-Deck with such additional information as DRI-Deck may request or if Owner fails to supply DRI-Deck or its representatives with access to the System to conduct any reasonable inspection within ninety days following request by DRI-Deck, DRI-Deck shall have no obligation or liability of any kind or nature under this Limited Warranty. DRI-Deck shall have a reasonable period in which to determine if the System parts/components failed to conform to the warranty set forth in this Limited Warranty.

6. **LIMITATIONS PERIOD.** No action under this Agreement may be brought by Owner against DRI-Deck more than one (1) year after Owner discovers the alleged nonconformity of System parts/components.

7. **APPLICABLE LAW; VENUE.** This Limited Warranty shall be governed by, construed and interpreted in accordance with the laws of the State of Colorado (excluding the choice of law rules thereof). Owner hereby (a) agrees that all disputes and matters whatsoever arising under, in connection with, or incident to this Limited Warranty shall be litigated, if at all, in and before a court located in the

State of Colorado to the exclusion of the courts of any other state or country, and (b) irrevocably submits to the exclusive jurisdiction of the District Court for the County of Arapahoe, Colorado in any action or proceeding arising out of or relating to this Limited Warranty, and hereby irrevocably waives any objection to the laying of venue of any such action or proceeding in such court and any claim that any such action or proceeding has been brought in an inconvenient forum.

8. **SEVERABILITY.** If any covenant or agreement set forth in this Limited Warranty conflicts with any applicable statute, law, rule or regulation, such covenant or agreement shall be deemed by to be modified but only to the extent necessary to conform to what is allowed under such statute, law, rule or regulation. If for any reason whatsoever, any one or more of the provisions of this Limited Warranty shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Limited Warranty inoperative, unenforceable or invalid.

7. **ADDRESS FOR NOTICES TO DRI-DECK.**

DRI-Deck Enterprises, LLC
2972 Rockbridge Drive
Highlands Ranch, CO 80129

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

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