



Uncapped Composite Limited Warranty

Commercial Deck Boards

Avon Plastics ("Manufacturer") warrants that its Armadillo Deck products are manufactured from recycled wood and high density polyethylene plastic, and will not rot, split, splinter, check, or suffer structural damage from fungal decay or termites for a period of 5 years under normal use and conditions.

Purchaser acknowledges that Armadillo Deck is not structural lumber and there for it may not be used as such. Purchaser is responsible for the application of Armadillo Deck product, and if application of product meets building codes for areas. (Armadillo Deck has building code approval ICC-ER-1461).

Armadillo Deck is not responsible for, and warranty will not be covered for: (1) improper installation of Armadillo products and/or failure to abide by Armadillo'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 Armadillo Products beyond normal use or in application not recommended or permitted by Armadillo's written instructions and applicable laws and building codes; (3) movement, distortion, collapse or setting for the ground or the supporting structure on which Armadillo 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 and suntan lotions), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (7) damages resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces; (8) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides NOT recommended by the manufacturer in writing; (9) fading flaking or other deterioration of any paints, stains or other coatings placed on the Armadillo Products; (10) climate change, environmental conditions, static electricity or any cause beyond the control of Armadillo; (11) variations or changes in color of Armadillo Products; (12) improper handling, maintenance, storage, abuse or neglect of Armadillo Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; (15) surface damage (including but not limited to metal shovels, sharp edged tools, patio furniture, dragging, etc.); or (16) any fasteners not supplied or approved by Armadillo.

Mold/Mildew: coverage under warranty from purchase date up to 12 months. Decking must be maintained and cleaned 2 times a year in accordance with our cleaning instructions. After first 12 months from purchase date, mold/mildew will not be covered under warranty.

End cut sealer: All board and railing ends, including ripped/exposed Armadillo Deck board cores need to be sealed using Armadillo End Board Sealer for full warranty coverage. Sealer must be applied thick enough to exposed area to provide even coat. Proof of purchase must accompany any warranty claims filed for excessive swelling/cracking of board ends.

Procedure for making a claim under Armadillo Deck 5 year warranty:

To make a claim under this limited warranty, purchaser or transferee shall send a description of claim, photographs and proof of purchase to the following address:

Avon Plastics Attn: Warranty Dept 210 AMPE DRIVE PAYNESVILLE, MN 56362.

After reviewing all information, Avon Plastics will determine the validity of the claim submitted. If it is determined that the claim is valid, Avon Plastics will, at its sole option, either replace the affected item or refund the portion of the purchase price paid (not including the cost of its initial installation). Replacement material will be provided as close in color and design to original; however Avon Plastics does not guarantee an exact match as colors and designs may change.

Armadillo Deck from purchase date through year two (2) must be installed in strict accordance with installation instructions. If determined to have rot, split, splinter, stains (after cleaning), check, or suffer structural damage from fungal decay or termites as a direct result from manufacturing defect, Avon Plastics will provide the owner with replacement products for the products that have been determined defective and provide a labor credit that may be used toward the reasonable cost of installing replacement products (excluding removal or disposal of products).

Valid warranty claims during years three (3) through seven (5) after the original purchase will be prorated as indicated below. This warranty shall not cover and Avon Plastics will not be responsible for costs and expenses incurred with respect to the removal of affected product or the installation of replacement materials, including but not limited to, labor and freight after the first two (2) years of warranty.

This warranty is limited to the "original purchaser" which means the person or persons who owned the property on which the Armadillo products were originally installed.

THE LIABILITY OF AVON PLASTICS SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY, EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE, ANY WARRANTIES IMPLIED BY LAW ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY. IN NO EVENT SHALL AVON PLASTICS BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON EVEN IF SUCH DAMAGES ARE FORESEEABLE AND EVEN IF AVON PLASTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR RIGHTS UNDER STATE LAW

Some states do not allow limitations on implied warranties; limitations on how long an implied warranty lasts, limitations on transferability and/or the limitation or exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited Warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.