

MANUFACTURER'S LIMITED WARRANTY

Kleer Lumber, Inc. ("Kleer") warrants that, from the date of original purchase and for the Warranty Period defined below, Kleer decking products ("Products") shall not split, splinter, rot or suffer structural damage from termites or fungal decay (a "Defective Product"). The owner of the property where the Defective Product is installed shall notify Kleer in writing of any Defective Product within the Warranty Period and, upon confirmation by an authorized Kleer representative of the Defective Product, Kleer's sole responsibility shall be, at its option, to either replace the Defective Product or refund the portion of the purchase price paid for the Defective Product (not including the cost of its initial installation).

In addition, Kleer will pay for reasonable documented labor charges in connection with the removal and reinstallation of Defective Product so long as Kleer receives notice of the warranty claim within two (2) years after the Defective Product was originally purchased from the dealer. All other charges must be paid by the owner.

A "Residential Owner" is an individual owner of a residence where the Products are installed. A "Commercial Owner" is any other owner of a property where the Products are installed. The "Warranty Period" for Commercial Owners is ten (10) years from the original date of purchase.

The "Warranty Period" for Residential Owners lasts as long as the property on which the Products were installed is owned by (i) the Residential Owner who owned it at the time of original purchase of the Products or (ii) the next Residential Owner to whom the first Residential Owner transferred it, but only if such transfer happens in the first five years after such original purchase. Any other transfer of the property ends the Warranty Period.

To make a claim under this limited warranty, the owner shall send to Kleer, within the Warranty Period, a description of the claimed Product Defect and proof of purchase, to the following address:

Kleer Lumber, Inc., 44 Grief Way, Westfield, MA 01085

Any warranty claim must be made in writing within ninety (90) days after the Product Defect is discovered and while the Product is in place. Kleer reserves the right to investigate any claim hereunder, including a reasonable opportunity to inspect and test the Product, its installation, the environment in which it was used prior to the removal by the owner and all other conditions in its sole discretion. Kleer will endeavor to respond to all claims within thirty (30) business days of receipt. Removal of the Product before Kleer has had the opportunity to inspect it may make it impossible to determine whether the Product was defective, and, accordingly, may result in denial of a warranty claim.

Kleer does not warrant against and is not responsible for, and no implied or express warranty shall be deemed to cover, any condition attributable to:

(1) improper installation of the Products and/or failure to abide by Kleer's installation guidelines, including but not limited to improper gapping; (2) use of the Products outside normal residential or commercial use (as applicable), or in an application not recommended by Kleer's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, fire, etc), environmental condition (such as air pollution, mold, mildew, etc), staining from foreign substances (such as dirt, grease, oil, etc), or normal weathering (including without limitation exposure to sunlight, weather and atmosphere which will cause colored surfaces to gradually fade, flake, chalk, or accumulate dirt or stains); (5) variations or changes in color of the Products; (6) improper handling, storage, abuse or neglect of the Products by Purchaser, the transferee or third parties; or (7) ordinary wear and tear.

No person or entity is authorized by Kleer to make and Kleer shall not be bound by any statement or representation as to the quality or performance of the Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Kleer and Purchaser. In particular, no installer, retailer, distributor or employee has the authority to alter the obligations, limitations, disclaimers or exclusions under any warranty without Kleer's express written concurrence.

UNDER NO CIRCUMSTANCES WILL KLEER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND KLEER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE. KLEER EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE.

THE OWNER AND ITS INSTALLER ARE RESPONSIBLE TO INSPECT ALL PRODUCTS PRIOR TO INSTALLATION. KLEER ACCEPTS NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE PRODUCTS WITH VISIBLE DEFECTS HAVE BEEN INSTALLED.

This warranty gives you specific legal rights. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. You may have other rights that vary from state to state. This warranty shall only be applicable and enforceable in the United States of America and Canada.

L I M I T E D *Lifetime* & *Residential* 10 - Y E A R C O M M E R C I A L *Warranty*



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Made in partnership with
Palram, a thermoplastic
manufacturing leader.

In as much as KLEER, Inc. and PALRAM Industries has no control over the use to which others may put the material, it does not guarantee that the same results as those described herein will be obtained. Each user of the material should make his own tests to determine the material's suitability for his own particular use. Statements concerning possible or suggested uses of the materials described herein are not to be construed as constituting a license under any KLEER, Inc. or PALRAM Industries patent covering such use or as recommendations for use of such materials in the infringement of any patent. KLEER, Inc. and PALRAM Industries or their distributors cannot be held responsible for any losses incurred through incorrect installation of the material. In accordance with our company policy of continual product development you are advised to check with your local KLEER, Inc. or PALRAM Industries supplier to ensure that you have obtained the most up to date information.

