



Limited Lifetime Residential Warranty / 10-Year Commercial Warranty
and 25-Year Limited Residential Stain and Fade Warranty

LIMITED LIFETIME RESIDENTIAL WARRANTY / 10-YEAR COMMERCIAL 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 "Nonconforming Product"). The owner of the property where the Nonconforming Product is installed shall notify Kleer in writing of any Nonconforming Product within the Warranty Period and, upon confirmation by an authorized Kleer representative of the Nonconforming Product, Kleer's sole responsibility shall be, at its option, to either replace the Nonconforming Product or refund the portion of the purchase price paid for the Nonconforming 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 Nonconforming Product so long as Kleer receives notice of the warranty claim within two (2) years after the Nonconforming 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 Nonconforming Product 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 Nonconforming Product 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 non-conforming, 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) improper handling, storage, abuse or neglect of the Products by Purchaser, the transferee or third parties; or (5) ordinary wear and tear; (6) any act of God (such as flooding, hurricane, earthquake, lightning, fire, etc), environmental condition (such as air pollution), or normal weathering (including without limitation exposure to sunlight, weather and atmosphere which may cause variations or changes in color of the Products. Kleer's 25-Year Limited Residential Stain and Fade Warranty gives additional rights to Residential Owners of certain products. See 25-Year Limited Residential Stain and Fade Warranty for details.

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.

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

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

25-YEAR LIMITED RESIDENTIAL STAIN AND FADE WARRANTY

This 25-Year Limited Residential Stain and Fade Warranty (the "Warranty") is for the original residential purchaser ("Purchaser") of Kleer Lumber, Inc. ("Kleer") Sierra Series and Coastal Series PVC decking product (the "Product") and for the next owner of the property where the Product is installed, as described below. For purposes of this Warranty, a "Residential Owner" is an individual owner of a residence where the Products are installed.

Kleer warrants to the Purchaser that, for twenty-five (25) years from the date of his or her original purchase (the "Warranty Period"), under normal use and service conditions:

1. Stain Warranty *(applies to Coastal and Sierra Series Products):*

The Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Product, including items such as condiments (barbecue sauce, ketchup, mustard, mayonnaise), salad dressing and salad oils, grease, tea, wine, coffee, fruit punch, sodas and other food and beverage related items that would typically be present on a residential deck, provided that such substances are removed from the Product with soap and water or mild household cleaners within one (1) week of exposure of the substances to the surface of the Product, or immediately on the first appearance of mold or mildew on the spilled substance, whichever is sooner. This warranty against staining (the "Stain Warranty") applies both to the Sierra and Coastal Series Products.

2. Fade Warranty *(applies to Sierra Series Products only):*

The Product's color will not fade from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units. This warranty against fading (the "Fade Warranty") applies only to the Sierra Series Products.

Exclusion, Limitations and Restrictions:

This Warranty is subject to the exclusions, limitations and restrictions set forth below.

Warranty Claim Procedure: Purchaser must do as follows in order to make a claim under this Warranty.

Claims Regarding Stain Warranty: If the Purchaser is making a claim relating to the Stain Warranty, Purchaser must do all of the following (in addition to the procedures set forth below for All Claims):

1. Attempt to clean the affected area of the Product by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the surface of the Product

or immediately on the first appearance of mold or mildew on the spilled substance, whichever is sooner.

2. If, after completing step 1 above, the affected area remains reasonably unsatisfactory, then Purchaser must have the affected area of the Product cleaned by a properly qualified professional deck cleaner at Purchaser's expense.

3. If, after completing steps 1 and 2 above, the affected area still remains reasonably unsatisfactory. Purchaser may make a claim under the Stain Warranty as provided herein, provided that such claim is made within thirty (30) days after the professional cleaning is completed.

L I M I T E D

25-Year
Residential

STAIN & FADE

Warranty

All Claims: Purchaser, must no later than the end of the Warranty Period, send to Kleer proof of the date of purchase, a description and photographs of the affected area of the Product, and, if the claim relates to the Stain Warranty, reasonable proof of compliance with the requirements set forth above under "Claims Regarding Stain Warranty" to the following address: Kleer Lumber, Inc., 44 Grief Way, Westfield, MA 01085

Kleer reserves the right to request additional information and reasonable documentation and proof for all Warranty claims.

Any claim must be made in writing within ninety (90) days after the discovery that a Product did not comply with this Warranty ("Nonconforming Product") 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 Nonconforming Product, its installation, and 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 non-conforming, and, accordingly, may result in denial of a warranty claim.

After reviewing all information, Kleer will determine the validity of the claim. If Kleer determines that the Purchaser's claim is valid, Kleer will, at its sole option, either replace the Nonconforming Product or refund the portion of the purchase price paid by the Purchaser for such Nonconforming Products (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality to the Nonconforming Product, but Kleer does not guarantee an exact match as colors and design may change.

25-YEAR LIMITED RESIDENTIAL STAIN AND FADE WARRANTY (continued)

Kleer will pay for reasonable documented labor charges in connection with the removal and reinstallation of Nonconforming Product so long as Kleer receives notice of the warranty claim within two (2) years after the date of original purchase. All other charges must be paid by the owner.

If Purchaser makes a valid Warranty claim hereunder during years eleven (11) through twenty-five (25) after the original purchase, then Purchaser's recovery will be prorated as indicated below. If Kleer is providing replacement Products, it may elect to replace the percentage listed below of Products otherwise meeting the requirements for a claim; if Kleer is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of Product otherwise meeting the requirements for a claim.

Year Of Claim	Recovery Percentage
11* – 13	80%
14 – 16	60%
17 – 19	40%
20 – 22	20%
23 – 25	10%

*The 11th year means the year beginning on the tenth (10th) anniversary of the original date of purchase, and so forth.

The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

Transfer of Warranty: This Warranty may be transferred one (1) time, within the five (5) year period beginning on the date of original purchase, by the original Purchaser to the next owner of the property upon which the Product was originally installed. That next owner shall have all the same rights as the original Purchaser. Any other transfer voids this Warranty.

Further exclusions from Warranty Coverage: Kleer does not warrant that the Product is completely stain-proof. In particular, Kleer does not warrant against and is not responsible for any fading, staining or other product failure or malfunction, or any condition or damage attributable to: (1) improper installation of the Product and/or failure to abide by Kleer's installation guidelines, including but not limited to improper gapping; (2) use of the Product outside normal residential use, or in an application not recommended by the Kleer installation guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed; (4) exposure to, or direct or indirect contact with extreme heat sources (over 150 degrees Fahrenheit), which may damage the surface of the product and cause the Product to fade; (5) any act of God (such as flooding, hurricane, earthquake, lightning, etc.) or environmental condition

(such as air pollution, acid rain, mold, mildew, etc.), (6) improper handling, storage, abuse or neglect of the Product by Purchaser, the transferee or third parties; (7) any fading or staining not on the top surface of the Product (i.e., the underside or the ends of the Product); or (8) ordinary wear and tear.

While the Product is designed to resist fading, Kleer does not warrant that the Product material is totally fade proof, as any product will fade when subjected to sufficient exposure to ultraviolet (UV) rays and the elements. Kleer also does not warrant that the Product is totally stain-proof, and does not warrant stain resistance resulting from (1) spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure, (2) staining or damage resulting from exposure to abrasives, compounds of acidic or basic pH, paints or stains, oils, petroleum products, solvents, metallic rust, other oxidation or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, human or animal feces, urine or other waste, candle or other waxes, bleaches, sun tanning or other solar protection products, insect sprays, biocides, fungicides, plant foods, or other bactericides. Mold, pollen and mildew can settle on any outdoor surface, including the Product. The owner should periodically clean the deck to remove dirt and pollen that can feed mold and mildew. This Warranty does not cover staining by mold or mildew.

In addition, this Warranty will be voided if (1) paint, stain or other coating materials are applied to the Product, or (2) the surface of the Product has been damaged or punctured as a result of contact with shovels or similar sharp-edged tools or otherwise which should not be utilized to remove snow, ice, or other debris from the surface.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Product in connection with its use in any particular application.

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 or, if applicable, the Kleer Lumber, Inc. Limited Lifetime Residential 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.

**LIMITED LIFETIME RESIDENTIAL WARRANTY / 10-YEAR COMMERCIAL WARRANTY &
25-YEAR LIMITED RESIDENTIAL STAIN AND FADE WARRANTY**

WARRANTY AND LIABILITY DISCLAIMERS

KLEER AND ITS SUPPLIERS EXPRESSLY EXCLUDES AND DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE.

UNDER NO CIRCUMSTANCES WILL KLEER OR ITS SUPPLIERS 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 AND ITS SUPPLIERS' 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.

Standard Kleer Limited Lifetime Residential Warranty: The 25-Year Limited Residential Stain and Fade Warranty is in addition to the standard Kleer Lumber, Inc. Limited Lifetime Residential Warranty that applies to certain Kleer alternative decking materials.

Miscellaneous: This Warranty supersedes all prior agreements or representations, oral or written, and all other communication between the parties relating to its subject matter. This Warranty gives 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 apply to Products sold and installed in the United States of America and Canada.



www.KleerLumber.com

Kleer Lumber, Inc. • 29797 Beck Road, Wixom, MI 48393 • Toll Free 1-866-KLEER-70 (866-553-3770) • Fax: 413 572 1729

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