



## **LIMITED WARRANTY FOR DEX DECKING PRODUCTS**

Smith & Fong Company ("Smith & Fong," "We," and "Our") extends this Warranty to the original purchaser only ("You" and its related forms) of Smith & Fong DEX™ decking and DEX CLIPS™ fastener products. **ANY FAILURE TO FOLLOW OUR INSTALLATION AND MAINTENANCE GUIDES, INDUSTRY INSTALLATION STANDARDS OR PROCEDURES, OR THE WARRANTY TERMS SPECIFIED BELOW, WILL VOID ANY COVERAGE THAT MIGHT OTHERWISE BE AVAILABLE UNDER THIS WARRANTY.** This Warranty gives You specific legal rights.

**(1) Warranty Coverage:** Our DEX products are free from defects in manufacturing, lamination, and milling, and against rot, and will remain free of such defects for a Warranty Period of Twenty Years from the date of purchase. Our DEX CLIPS fastener products are warranted to be free of defects in material and workmanship, to hold the DEX decking without breaking or pulling out when installed as directed, for a Warranty Period of Twenty Years from the date of purchase. **NO WARRANTY COVERAGE** is provided for cupping, checking, splitting, twisting, shrinking, staining, warping, discoloration, mold, fungus, or insect attack.

**(2) Disclaimer of Implied Warranties:** The terms of this Warranty provide the exclusive and sole remedy available to You. This Warranty supersedes any other representations and, to the full extent permissible by applicable laws. We specifically **DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** In no event shall any warranty implied or imposed by operation of law exceed the shortest applicable Warranty Period under this Warranty. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to You.

**(3) Warranty Terms & Limitations:** Smith & Fong decking products must be installed in strict adherence to Our Installation and Maintenance Guides, including installation in accordance with industry standards for decking installed per fastener manufacturer's instructions. Installed decking must not be in direct contact with ground, standing water, or other sources of ambient moisture, and must be installed and maintained in a design allowing adequate airflow under decking. Any alteration or repair that is not previously authorized by Smith & Fong will void this Warranty. No Warranty Coverage is provided for any damage caused by misuse, abuse, alteration, modification, improper installation, or treatment of decking or fastener products in a manner other than as intended. No Warranty Coverage is provided for ordinary wear and tear, including surface scratches, reduction or alteration in the color or shine of the finish, impact damage, wear and tear from heavy furniture or equipment installed or used without providing adequate protection to the installed decking, any surface damage caused by failure to follow ordinary maintenance procedures, or any other damage caused by impact or abrasion, including those caused by pet claws, or abrasives such as sand or pebbles. No Warranty Coverage is provided for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight or other environmental elements. Any damage caused during shipping is the responsibility of the shipping company and is not covered under this Warranty. No Warranty Coverage is provided for any damage to the installed decking due to earth movement or settlement of the structure where the decking is installed, or by natural events or acts of God.

**(4) Warranty Claims:** If Our decking products do not conform to the terms of this Warranty, You must notify Smith & Fong in writing at the address specified on this Warranty. **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** You must provide Smith & Fong with a reasonable opportunity to inspect the installed decking, or to examine the defective or nonconforming decking, before You undertake any repair, removal, or replacement of the decking. Your failure to comply with the requirements of this paragraph will void your Warranty Coverage.

**(5) Warranty Remedies:** Following notice of any defect in the decking and submission of a Warranty Claim by You, Smith & Fong, at its sole option and discretion, shall repair any nonconforming or defective decking or planks, provide conforming decking or planks of decking to replace any nonconforming or defective product, refund the purchase price of the product, or refund the percentage of the purchase price for the nonconforming decking or planks of decking equal to the percentage of the Warranty Period remaining when You notified Smith & Fong of the defect.

**(6) Exclusion of Incidental and Consequential Damages:** No warranty is provided for loss of use, the cost of removing, installation, or reinstallation of any decking, or for moving any fixtures or items of furniture. **IN NO EVENT SHALL SMITH & FONG BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO ARISE UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE, OR INABILITY TO USE THE PRODUCT DUE TO DEFECTS IN THE PRODUCT. IN NO EVENT SHALL SMITH & FONG'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.** Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.