

LEADVISION ELEGANCE PRESTIGE LIMITED WARRANTY

Planks must always be installed on a structure resistant to movement at all times (helical piles or Sonotube), so that the warranty is honored. The owner must be able to provide the invoice for the claimed product in order to be eligible for the warranty.

Leadvision International Ltd warrants that ELEGANCE PRESTIGE composite decking products will not split, splinter, rot, warp, twist for a period of ten (10) years for the BOARDS DECK and five (5) years for the DECK TILES.

This Limited Warranty period of 10 years from the original date of purchase covers replacement of defective parts during the first 4 years of ownership. In years 4-10, the warranty is prorated and to receive replacement parts claimants must pay an amount equal to 10% of the purchase value per year for years 4-10 (e.g. year 6 claim = 2 years beyond 4th year x 10% x deck value).

This warranty shall not cover and Leadvision shall not be responsible for costs and expenses incurred with respect to the removal of defective LEADVISION ELEGANCE PRESTIGE products or the installation of replacement materials, including but not limited to labor and freight.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to LEADVISION ELEGANCE PRESTIGE, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

LEADVISION INTERNATIONAL

Claims Service

80 chemin Richelieu, St-Mathias, Quebec, Canada J3L 0L5

Email: service@leadvisioninternational.com

LEADVISION ELEGANCE PRESTIGE does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

- (1) Improper installation of LEADVISION ELEGANCE PRESTIGE products and/or failure to abide by LEADVISION ELEGANCE PRESTIGE's installation guidelines, including but not limited to improper gapping;
- (2) Use of LEADVISION ELEGANCE PRESTIGE products beyond normal use, or in an application not recommended by LEADVISION ELEGANCE PRESTIGE guidelines and local building codes;
- (3) Movement, distortion, collapse or settling of the ground or the supporting structure on which LEADVISION ELEGANCE PRESTIGE products are installed;
- (4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains);
- (5) Variations or changes in color of LEADVISION ELEGANCE PRESTIGE products;
- (6) Improper handling, storage, abuse or neglect of LEADVISION ELEGANCE PRESTIGE products by Purchaser, the transferee or third parties; or
- (7) Ordinary wear and tear.

No person or entity is authorized by LEADVISION ELEGANCE PRESTIGE to make and LEADVISION ELEGANCE PRESTIGE shall not be bound by any statement or representation as to the quality or performance of LEADVISION ELEGANCE PRESTIGE products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by LEADVISION ELEGANCE PRESTIGE and Purchaser.

UNDER NO CIRCUMSTANCES WILL LEADVISION ELEGANCE PRESTIGE 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 LEADVISION ELEGANCE PRESTIGE 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.