

# INFINITY COMPOSITE DECKING WARRANTY



## 25 YEAR LIMITED RESIDENTIAL WARRANTY 10 YEAR LIMITED COMMERCIAL WARRANTY

This Fortress Deck Infinity Decking Limited Warranty ("Limited Warranty") is given to the original purchaser ("Purchaser" or "You") of Fortress Deck Products, LLC ("Fortress Deck") Fortress Infinity Decking ("Product"). For purposes of this Limited Warranty, a "Residential Application" means the installation of the Product on a single-family residence, and a "Commercial Application" means any installation of the Product other than on a single-family residence.

### 1. Product Performance:

At Fortress Deck, we stand behind every product we sell. However, it is normal for all decking products to age over time. Aging is a common occurrence for a product that is exposed to sun, rain, or any elements of nature. Predicting the life of the Product can be challenging since no two installations experience aging factors in the same way. The Product will age at different rates due to climate, UV index, quality of installation, usage, and many other factors that can cause aging. Fortress Deck has provided You this Limited Warranty, subject to the terms and conditions set forth herein, to give You peace of mind in the event a manufacturing defect causes a failure of the Product as outlined below. If, for any reason, the Product shows signs of failure, damage, or deterioration, immediately replace or repair the Product to avoid potential safety hazards.

### 2. Warranty Coverage:

#### **Standard 25-Year Limited Residential Warranty**

#### **Standard 10-Year Limited Commercial Warranty**

Fortress Deck warrants to Purchaser, for a period of twenty-five (25) years from the date of original purchase for Residential Application, and for a period of ten (10) years from the date of original purchase for Commercial Application, that the Product shall, under normal use and proper service conditions, be free from material manufacturing defects and shall not split, splinter, rot or suffer structural damage from termites or fungal decay.

#### **Fade and Stain Limited Warranty for Residential Application:**

Fortress Deck warrants the fade and stain resistance of the Product to Purchaser, under normal use and proper service conditions, for a period of twenty-five (25) years from the date of original purchase for Residential Application, as follows:

- (a) **Fade Resistance:** The Product's color will not fade from light and exposure to the elements of nature more than 5 Delta E (CIE) Units. Importantly, while the Product is designed to resist fading, Fortress Deck does not warrant the Product to be fade-proof as no material is fade-proof when exposed to UV rays and other elements of nature.
- (b) **Stain Resistance:** The Product will be resistant to permanent staining resulting from food and beverage items typically present on a residential deck (e.g., mustard, ketchup, mayonnaise, barbeque sauce, soda, and coffee) spilled onto the surface of the Product, or from mold and mildew naturally occurring in the environment, provided that:

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1. Within one (1) week of exposure of the food or beverage to the surface of the Product or, in the case of mold and mildew, within one (1) week of the first appearance of the mold and mildew, Purchaser attempts to clean the affected area using the cleaning procedures outlined in the Fortress Deck Cleaning and Care Guide (available at [www.fortressdeck.com/resources](http://www.fortressdeck.com/resources));
2. If the stain is still unreasonably visible after completing the cleaning procedures outlined in the Fortress Deck Cleaning and Care Guide, the Purchaser must have the affected area cleaned by a professional deck cleaner at the Purchaser's expense within one (1) week of exposure of the food or beverage to the surface of the Product or, in the case of mold and mildew, within one (1) week of first appearance of the mold and mildew; and
3. If, after completing the immediately preceding two (2) steps, the stain still remains unreasonably visible, the Purchaser must notify Fortress Deck within thirty (30) days after the professional cleaning was completed.

Fortress Deck does not warrant that the Product is stain-proof, and does not provide warranty coverage from spilled or otherwise applied food or beverage substances, or from mold and mildew, which is not promptly and properly cleaned as outlined above and in accordance with the Fortress Deck Cleaning and Care Guide (available at [www.fortressdeck.com/cleaningandcare](http://www.fortressdeck.com/cleaningandcare)). Additionally, because mold and mildew can settle and grow on any outdoor surface, including this Product, You should periodically clean and remove dirt and pollen from the Product that can feed mold and mildew.

All warranties and coverage provided under this Limited Warranty are subject to all exclusions, limitations, and restrictions set forth herein.

### 3. **Transferability:**

This Limited Warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Product was originally installed.

### 4. **EXCLUSIONS FROM WARRANTY COVERAGE:**

Fortress Deck does not warrant against and is not responsible for, and no express or implied warranty, shall be deemed to cover, any Product failure, Product malfunction, damage or condition attributable to:

- (1) improper installation of the Product and/or failure to abide by the installation guidelines for the Product;
- (2) use of the Product beyond normal use and service conditions, or in an application not recommended by the Product guidelines or installation instructions and/or local building codes;
- (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed;
- (4) any an event of force majeure, including any act of God (such as flooding, hurricane, earthquake, wind, hail, tornado, lightening, etc.);
- (5) any environmental condition, including, but not limited to, air pollution, and mold and mildew (except as expressly provided otherwise in this Limited Warranty for stain resistance);
- (6) any staining or discoloration from foreign substances, including, but not limited to, food, beverages, dirt, grease, oil, paint, coating materials, chemical substances, and cleaners not approved for use in the Fortress Deck Cleaning and Care Guide (except as expressly provided otherwise in this Limited Warranty for stain resistance);
- (7) any staining or damage to the Product caused by abrasive compounds of acidic or basic pH, paints or stains,

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solvents, metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant food or bactericides, motor oil and suntan/sunscreen lotions;

- (8) normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any colored surface to gradually fade, chalk, accumulate dirt or stains) and variations or changes in color of the Product;
- (9) any fading or staining not on the surface of the Product (i.e., the underside or ends of the Product);
- (10) improper handling, maintenance, upkeep, storage, abuse, neglect, or misuse of the Product by Purchaser, any transferee or third parties;
- (11) exposure to excessive heat sources (directly or indirectly), including, without limitation, fire, reflected sunlight from low-emissivity (Low-E) glass or other enhanced or concentrated solar reflectivity;
- (12) fabrication or remanufacturing by Purchaser, transferee or third-parties;
- (13) ordinary wear and tear, scratching or scuffing; and
- (14) impact from objects.

In addition, this Limited 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 the use of a metal shovel or other sharp-edged tool. Such tools are not be used to remove snow, ice, or other debris from the surface of the Product.

THIS LIMITED WARRANTY SHALL NOT COVER, AND FORTRESS DECK SHALL NOT BE RESPONSIBLE FOR, COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE PRODUCT OR COMPONENTS, OR THE INSTALLATION OF REPLACEMENT PRODUCT OR COMPONENTS, INCLUDING, BUT NOT LIMITED TO, LABOR, FREIGHT OR TAXES.

## 5. **Warranty Claim Procedure:**

To make a claim under this Limited Warranty, Purchaser or the transferee, shall send a description and photographs of the claimed defect or covered condition, proof of purchase, and, if the claim relates to the limited warranty on stain resistance, proof of compliance with the requirements set forth above under Section 2(b) "Stain Resistance," to the following:

Fortress Deck Products, LLC  
1720 N. 1st St.  
Garland, Texas 75040  
1-866-323-4766  
Email: [warranty@fortressdeck.com](mailto:warranty@fortressdeck.com)

All claims relating to the limited warranty on stain resistance must be received by Fortress Deck within 30-days after the professional cleaning was completed as provided under the requirements set forth above under Section 2(b) "Stain Resistance." All other claims must be received by Fortress Deck within 30-days of any discovery of a possible defect or non-conforming condition, but in no event after the expiration of the warranty period.

Upon confirmation of a valid claim hereunder, Fortress Deck, at its sole option, will: (1) provide an authorized repair of the defective Product; (2) replace the defective Product; or (3) refund a portion of the purchase price paid by the Purchaser for

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such defective Product (not including the cost of its initial installation). Replacement material will be as close as possible in color, design and quality to the original material as reasonably possible, in Fortress Deck's discretion and determination, but Fortress Deck does not guarantee an exact match as colors and design may change.

If a valid claim hereunder is made, recovery will be prorated in accordance with the Prorated Limited Warranty Schedule for Residential Application (for Residential Application claims) or the Prorated Limited Warranty Schedule for Commercial Application (for Commercial Application claims), both of which are set forth below. If Fortress Deck is providing replacement materials, Fortress Deck may elect to replace the applicable percentage listed below of the Product that otherwise meets the requirements for a claim; or if Fortress Deck is refunding the purchase price, Fortress Deck may elect to refund the applicable percentage listed below of the original purchase price of the Product that otherwise meets the requirements for a claim.

<b>Prorated Limited Warranty Schedule for Residential Application</b>	
<b>Years Since Original Purchase Date</b>	<b>Recovery</b>
0-5	100%
6	97%
7	92%
8	87%
9	82%
10	77%
11	72%
12	67%
13	62%
14	57%
15	52%
16	47%
17	42%
18	37%
19	32%
20	27%
21-25	25%

<b>Prorated Limited Warranty Schedule for Commercial Application</b>	
<b>Years Since Original Purchase Date</b>	<b>Recovery</b>
0-5	100%
6	80%
7	60%
8	40%
9	20%
10	10%



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## 6. **No Other Warranties:**

THIS LIMITED WARRANTY COMPRISES FORTRESS DECK'S ENTIRE WARRANTY AND FORTRESS DECK MAKES NO OTHER WARRANTIES (ORAL OR WRITTEN) AND DOES NOT AUTHORIZE ANY OTHER ENTITY, PERSON OR AGENT TO MAKE ANY OTHER WARRANTIES ON ITS BEHALF, OR TO MODIFY, EXPAND OR ADD TO THIS LIMITED WARRANTY. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED OR PROHIBITED BY APPLICABLE LAW FROM BEING DISCLAIMED, ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS AND IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD.

UNDER NO CIRCUMSTANCE SHALL FORTRESS DECK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THE PRODUCT OR FOR ANY BREACH OF WARRANTY, AND FORTRESS DECK'S LIABILITY WITH RESPECT TO A PRODUCT DEFECT SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCT OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some States (or Provinces) do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from State to State (or Province to Province).

## 7. **Choice of Law:**

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws. Any legal action arising out of this Limited Warranty shall be litigated and enforced under the laws of the State of Texas. In addition, the parties to this Limited Warranty agreement agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued hereunder shall be within the exclusive jurisdiction of the courts in the State of Texas, U.S.A.