



## FIBERDECK LIMITED WARRANTY®

THIS LIMITED WARRANTY ("THE LIMITED WARRANTY") IS ISSUED AND GRANTED BY FELIX DISTRIBUTION. IT IS LIMITED TO DECKS FOR OUTDOOR PEDESTRIAN USE.

PLEASE CAREFULLY READ THE PRESENT WARRANTY BEFORE PURCHASING, USING OR INSTALLING YOUR FIBERDECK® PRODUCT. THE LIMITED WARRANTY DEFINES THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY FELIX DISTRIBUTION TO A CUSTOMER OR TO A USER OF ITS PRODUCTS, EXCEPT IN THE CASE THAT ANOTHER WARRANTY IS PROVIDED BY FELIX DISTRIBUTION ON SPECIFIC PRODUCTS. THE LIMITED WARRANTY DEFINES THE ENTIRETY OF THE WARRANTY'S SCOPE AND THE RESPONSIBILITY OF FELIX DISTRIBUTION. PURCHASING AND/OR USING A FIBERDECK® PRODUCT REQUIRES THE PURCHASER AND/OR USER TO CONSENT TO THE CONDITIONS OF THIS WARRANTY.

### 1. THE LIMITED WARRANTY

1.1 - FELIX DISTRIBUTION guarantees the purchaser of FIBERDECK® products indicated below that for the specified Warranty Period, these products, under normal service conditions and installed in compliance with installation and user instructions of FELIX DISTRIBUTION, shall not form any cracks, splinters, delamination, rotting or structural damage caused by fungi, wood-eating insect or termite attacks. For the purpose of the Limited Warranty, the "Purchaser" shall designate the individual or individuals who are the owners of the real property on which the FIBERDECK® product is installed.

1.2 - The period of the Limited Warranty ("Warranty Period") for the products below starts on the purchasing date, subject to the Purchaser remaining the owner of the real property on which the FIBERDECK® product has been installed.

#### **Warranty limited to 20 years for residential property / 10 years for commercial property**

The duration of the present Limited Warranty ("Warranty Period") for FIBERDECK® Products indicated below is twenty (20) years starting from the initial purchase date for residential applications and ten (10) years for commercial or professional use, subject to the Buyer remaining the owner of the land on which the FIBERDECK® product was installed.

- Heritage, Harmony, Vintage, Manhattan
- Boston Premium and Modern
- Weo Brise-Soleil®

#### **Warranty limited to 15 years for residential property / 10 years for commercial property**

The duration of the present Limited Warranty ("Warranty Period") for FIBERDECK® Products indicated below is fifteen (15) years starting from the initial purchase date for residential applications and ten (10) years for commercial or professional use, subject to the Buyer remaining the owner of the land on which the FIBERDECK® product was installed.

- Brooklyn, composite board
- Mezzo

1.3 - Stain resistance: FELIX DISTRIBUTION guarantees that all FIBERDECK® products designated above are resistant and shall conserve their resistance, starting from the date the customer purchased these products for their residence and for the coverage period specified above, against any permanent stain originating from food or beverage spillage, which can be normally found on a residential deck, subject to FIBERDECK® products being installed and maintained in compliance with written instructions from FELIX DISTRIBUTION, with Maintenance Instructions from FELIX DISTRIBUTION available on the website [www.fiberdeck.com](http://www.fiberdeck.com) and under the conditions indicated in this warranty.

1.4 - Fade Resistance: FELIX DISTRIBUTION guarantees that from the date the customer purchased these products for their residence and throughout the coverage period specified above, FIBERDECK® products are resistant and shall conserve their resistance to colour changes related to exposure to light and to inclement weather, and shall not change colour more than 5 Delta E (Hunter) units, subject to FIBERDECK® products being installed and maintained in compliance with written instructions from FELIX DISTRIBUTION, with Maintenance Instructions from FIBERDECK® available on the website [www.fiberdeck.com](http://www.fiberdeck.com) and under the conditions indicated in this warranty.

1.5 - Exclusions of the warranty against stains and fading: FELIX DISTRIBUTION cannot guarantee that its products will not stain or fade. When they are installed correctly and maintained, FIBERDECK® composite profiles resist stains and fading. However, no material is stain or fade proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements

- 1.6 - Without limitation on any other clause of this Limited Warranty, FELIX DISTRIBUTION does not guarantee the resistance to stains caused by spilling or application of substances which are not properly and immediately cleaned with soap and water or with a gentle household cleaner.
- 1.7 - All warranties are totally cancelled when one of the following situations occurs:
- The inability to install and maintain FIBERDECK® products in compliance with installation and maintenance instructions of FELIX DISTRIBUTION available on the website [www.fiberdeck.com](http://www.fiberdeck.com) and with the conditions indicated below shall lead to cancellation of all warranties.
  - The use of abrasive compounds with acidic or basic pH, strong solvents, oil-based paints or varnishes, oxidized metal parts, concrete or masonry products, porous mineral or minerals containing water, or any other accessory not adapted to residential decks may damage FIBERDECK® products and shall lead to cancellation of all warranties.
  - The direct or indirect contact of FIBERDECK® products with extreme heat sources (over 100°C) shall lead to cancellation of all warranties.
  - If the surface of FIBERDECK® products is damaged, grooved, scratched or drilled, all warranties shall be cancelled.
  - Applying paints or other coatings on FIBERDECK® products shall cancel all warranties.
- 1.8 - Complying with FELIX DISTRIBUTION Maintenance Instructions is a prerequisite for the warranty or any warranty claim. Without limiting any of the clauses in this Limited Warranty and your right to be compensated, you must try to clean the area in question using instructions included in this document and Maintenance Instructions provided on the website [www.fiberdeck.com](http://www.fiberdeck.com). If the affected area still remains unsatisfactory after you have tried these cleaning procedures, then you must have the affected area professionally cleaned at your expense. If the impacted area does not reach a satisfactory appearance after deep cleaning, you must contact the Customer and Technical Support team of FELIX DISTRIBUTION ([contact@fiberdeck.com](mailto:contact@fiberdeck.com)) and provide proof of the cleaning conducted, within 30 days following this operation.
- 1.9 - FELIX DISTRIBUTION installation instructions are available from your FELIX DISTRIBUTION distributor or your installer of FELIX DISTRIBUTION on the website [www.fiberdeck.com](http://www.fiberdeck.com)
- 1.10 - In case of defects on one of the FIBERDECK® products described above during the aforementioned applicable Warranty Period, if this product has been installed, used and maintained in compliance with the installation manual, FELIX DISTRIBUTION shall replace the non-compliant component according to the terms specified in paragraph 2 (claim procedure)
- 1.11 - The Limited Warranty defined in the present document is the sole and exclusive warranty (whether it is written or oral, express or implicit) that FELIX DISTRIBUTION grants for the FIBERDECK® products described above. The Limited Warranty is subject to the conditions indicated in the present document, and no one (especially any distributor, installer, reseller, agent or employee of FELIX DISTRIBUTION) is authorized to change, extend or complement this limited warranty. FELIX DISTRIBUTION does not make any other offer or warranty on one of its products. No one is authorized to make an offer or a warranty in the name of FELIX DISTRIBUTION, and FELIX DISTRIBUTION shall not be held responsible for any offer, warranty or condition pertaining to FIBERDECK® products, other than those expressly defined in the Limited Warranty. THIS LIMITED WARRANTY CONSTITUTES THE SOLE AND FULL WARRANTY AND OBLIGATION FROM FELIX DISTRIBUTION AS PERTAINS TO ITS PRODUCTS. FELIX DISTRIBUTION REJECTS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLICIT, ESPECIALLY RETAILER QUALITY WARRANTIES, WARRANTIES OF SUITABILITY FOR A SPECIFIC USE, OR WARRANTIES ON QUALITY, CONDITION, COMPLIANCE OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. FELIX DISTRIBUTION EXCLUDES AND SHALL NOT PAY FOR ACCESSORY AND/OR CONSECUTIVE DAMAGE. FELIX DISTRIBUTION SHALL NOT BE HELD LIABLE FOR DAMAGES (OF ANY NATURE WHATSOEVER) WHICH EXCEED THE REAL PURCHASING PRICE OF THE DEFECTIVE PRODUCT, AFTER ADJUSTMENT ACCORDING TO THE PROPORTIONAL WARRANTY SCHEDULE PROVIDED BELOW.

## 2. CLAIM PROCEDURE

2.1 - To file a warranty claim against FELIX DISTRIBUTION, the Purchaser must send FELIX DISTRIBUTION a copy of the proof of purchasing origin, as well as photos or other proof of the defective or non-compliant FELIX DISTRIBUTION product. All warranty claims should be forwarded to the address noted in Section 2.2 below. The Purchaser's proof of purchasing origin must come from an authorized distributor of FIBERDECK® products. Proof of purchase must also (1) indicate the date of original purchase and (2) justify that a sufficient quantity of FIBERDECK® products was purchased to install the number of linear meters considered as damaged. All warranty claims must be received by FELIX DISTRIBUTION during the Warranty Period and under no circumstances more than thirty (30) days after the discovery of a non-compliance or potential defect on the FIBERDECK® product.

2.2 - All warranty claims should be sent as follows:

**FELIX DISTRIBUTION**  
2 rue de la Carnoy  
Chemin de Lompret  
F-59130 LAMBERSART  
Email : [contact@fiberdeck.com](mailto:contact@fiberdeck.com)

### 3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

- 3.1- The Purchaser's sole recourse and the sole liability of FELIX DISTRIBUTION towards the Purchaser for (i) any claim related to FIBERDECK® products, (ii) any claim related to the sale, purchase, installation, use, storage, possession or maintenance of FIBERDECK® products (whether this claim is conducted in virtue of a contract, a warranty, tort liability, gross negligence, negligence, strict liability, laws or regulations or others) or (iii) any claim following the non-compliant performance of FIBERDECK® products guaranteed above, shall be the replacement of defective FIBERDECK® products by FELIX DISTRIBUTION. FELIX DISTRIBUTION shall not be responsible for costs related to the installation of the FIBERDECK® substitution product or the elimination of the defective FIBERDECK® product.
- 3.2 - FELIX DISTRIBUTION's obligation to replace products shall be limited to the quantity (in linear meters) of defective products according to the Prorated Limited Warranty Schedule found in the present document, or to the number of defective FIBERDECK® fastening clips. The FELIX DISTRIBUTION replacement obligation involves providing products as close as possible to the original installation in terms of colour and quality, at the sole discretion of FELIX DISTRIBUTION. The Purchaser shall recognize that FELIX DISTRIBUTION does not guarantee a perfect match, since colours and manufacturing may evolve. At its sole and absolute discretion, FELIX DISTRIBUTION may, instead of replacing the defective product, choose to reimburse the percentage of the original purchase price specified under Reconditioning in the proportional warranty schedule.

Prorated limited warranty		
Reimbursement	15 years residential	20 years residential
	Year of request	Year of request
100 %	0 to 7 years	0 to 10 years
80 %	8 to 9 years	11 to 12 years
60 %	10 to 11 years	13 to 14 years
40 %	12 to 13 years	15 to 16 years
20 %	14 years	17 to 18 years
10 %	15 years	19 to 20 years

- 3.3 - The Limited Warranty shall not cover, and FELIX DISTRIBUTION shall not be held responsible for, the installation, removal or re-installation costs of the Purchaser.
- 3.4 - FELIX DISTRIBUTION shall not be liable for and shall not guarantee, to no greater extent than an express or implicit warranty is deemed to cover, any conditions related, in full or in part, to:
- 1) poor installation of FIBERDECK® products,
  - 2) non-compliance with installation instructions of FELIX DISTRIBUTION,
  - 3) non-compliance with applicable construction rules including, but not limited to, cases when a structural support, a fastener, ventilation or spacing is not suitable,
  - 4) abnormal use of FIBERDECK® products or any application not recommended or unauthorised by the FELIX DISTRIBUTION installation manual, applicable laws or construction rules,
  - 5) displacement, deformation, collapse or compression of the floor/wall or of the support structure on which FIBERDECK® products are installed,
  - 6) in case of force majeure (including, but not limited to, flood, hurricane, tornado, wind, earthquake, thunder, hail, etc.),
  - 7) tarnishing, appearance of dots or stains caused in full or in part by mould, fungal proliferation, organic materials, metal oxides or particles (including, but not limited to, in case of fastening clip corrosion), dust, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemical products (including, but not limited to, those found in cleaners) or any normal alteration (as a reminder, natural efflorescence, exposure to sunlight or climate and atmospheric conditions progressively cause, on all coloured surfaces, tarnishing, scaling, chipping, or accumulation of dirt or stains),

- 8) damage resulting from an accident, a fire or exposure to heat sources, such as cooking devices or reflective surfaces,
- 9) application of paint, varnish, surface treatment products or other chemical substances, including but not limited to, cleaning agents or pesticides,
- 10) climate change, environmental conditions, static electricity or any cause beyond FELIX DISTRIBUTION's control,
- 11) incorrect handling, maintenance or storage, or misuse or negligence concerning FIBERDECK® products, which the Purchaser or any other party is responsible for,
- 12) normal wear and tear,
- 13) impacts by objects,
- 14) the use of fastening clips or screws not provided or not approved by FELIX DISTRIBUTION.

3.5 - No warranty is given for clips or screws that are not FELIX DISTRIBUTION clips. Other clips, whether these are approved fasteners or not, only benefit from warranties provided by the fastener manufacturer; the Purchaser's sole recourse and warranty thus originate from that manufacturer.

#### **4. DISPUTES**

All disputes which may occur between the parties regarding the present contract, its validity, its interpretation, its execution or its fulfilment, as well as the consequences and developments of such disputes shall be submitted to the LILLE METROPOLE Commercial Court.