



Resysta Product Specialist

Resysta Southwest Distribution
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LIMITED PRODUCT WARRANTY

Statement of Product Limited Warranty

The warranties provided by Resysta Southwest (“Company”) in this Statement of Product Limited Warranty apply only to pre-staining of Resysta Made Profiles you purchase for your use, and not for resale. The term “Product” means pre-staining by RSW of Resysta Made Profiles only. The term “Product” does not include the Resysta Material. “Resysta Material” means material including but not limited to decking, fencing and flooring. **NOTHING IN THIS STATEMENT OF PRODUCT LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.**

1. Warranty Coverage

(a) The Company warrants to the original purchaser that the Product will be free from defective pre-staining workmanship or pre-staining defects such as peeling, blistering or spalling for a period of five (5) years following the Date of Installation (“Warranty Period”) as further set forth in Section 1.1 below. The date on your invoice or sales receipt is the Date of Installation. During the Warranty Period, the Company will, at its option: (1) provide re-staining of the Product, (2) repair the Product, or (3) refund the amount paid by you for the Product, LESS DEPRECIATION as set forth in Section 1.1 below, upon return. This Limited Warranty excludes the cost to remove and/or reinstall the Profiles. Purchasing additional Product from the Company does not extend this Warranty Period.

(b) THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, THE COMPANY UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT OR THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR

WRITTEN INFORMATION, OR ADVICE GIVEN BY THE COMPANY, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

(c) THE COMPANY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT AND NONE OF THE COMPANY OR ANY COMPANY AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS YOU FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY YOU ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE PRODUCTS.

(d) THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

1.1 Depreciation Schedule

This limited warranty is subject to the following depreciation schedule:

(a) If, within the first twelve (12) months of the Date of Installation, a claim under this warranty is presented, and it is determined that the Product is defective and subject to this warranty, Company will pay one hundred percent (100%) of the cost to (1) re-stain the Product, (2) repair the Product, or (3) refund the amount paid by you for the Product.

(b) If, at any time between the time period of thirteen (13) months to twenty four (24) months of the Date of Installation, a claim under this warranty is presented and it is determined that the Product is defective and subject to this warranty, Company will pay eighty percent (80%) of the cost to (1) re-stain the Product, (2) repair the Product, or (3) refund eighty percent (80%) of the amount paid by you for the Product.

(c) If, at any time between the time period of twenty five (25) months to thirty six (36) months of the Date of Installation, a claim under this warranty is presented and it is determined that the Product is defective and subject to this warranty, Company will pay fifty percent (50%) of the cost to (1) re-stain the Product, (2) repair the Product, or (3) refund fifty percent (50%) of the amount paid by you for the Product.

(d) If, at any time between the time period of thirty seven (37) months to forty eight (48) months of the Date of Installation, a claim under this warranty is presented and it is determined that the Product is defective and subject to this warranty, Company will pay twenty five percent (25%) of the cost to (1) re-stain the Product, (2) repair the Product, or (3) refund twenty five percent (25%) of the amount paid by you for the Product.

(e) If, at any time between the time period of forty nine (49) months to sixty (60) months of the Date of Installation, a claim under this warranty is presented and it is determined that the Product is defective and subject to this warranty, Company will pay ten percent (10%) of the cost to (1) re-stain the Product, (2) repair the Product, or (3) refund ten percent (10%) of the amount paid by you for the Product.

2. Exclusions from Warranty Coverage

This limited warranty covers normal use of the Products and the Company does not warrant and is not responsible for:

- (a) Damage caused by failure to provide a suitable installation of the Profile;
- (b) Damage during shipment, other than original shipment to you if the Company's carrier is used;
- (c) Damage caused by a power surge or a disaster such as fire, flood, wind, earthquake, or lightning;
- (d) Damage caused by unauthorized attachments, alterations, modifications or foreign objects to Material;
- (e) Damage from improper installation or maintenance;
- (f) Damage caused by any other abuse, misuse, mishandling, or misapplication;
- (g) Accessories or other products or services of companies other than the Company;
- (h) Damage caused by normal wear and tear;
- (i) Damage caused by hard water staining or other chemical, cleaning or staining agent;
- (j) Damage resulting from water or sun staining as a result of the placement of rugs, floor mats or any object covering the floor.
- (k) Damage caused by Low E or any reflective glass;
- (l) Damage caused by use of high pressure washer;
- (m) Damage caused by dirt, debris, or any tannins due to debris;
- (n) Damage caused by oil, grease, or food;
- (o) Damage caused by sharp objects such as shovels, furniture, etc.
- (p) Damage caused by mold due to excessive buildup of dirt, pollen, or other microorganisms
- (q) A variation in the color and shade of the stain on multiple Profiles.

3. Obtaining Warranty Service

- (a) In order to obtain service under this limited warranty, you must contact the dealer from whom you purchased the Product.
- (b) If the Company determines that a Product is defective, the Company may authorize the replacement of a part of the Product or the re-staining of Product. If labor or on-site Service is available for your Product or issue, the technician may utilize these means to resolve your issue. You may be asked to take your Product to a Company-authorized service center to obtain warranty service. PLEASE NOTE, ON-SITE SERVICE AND PRODUCT/PART REPLACEMENT ARE AT THE COMPANY'S SOLE DISCRETION AND ARE CONSIDERED OPTIONS OF LAST RESORT. The Company's technical

support personnel will work to resolve issues professionally and quickly. However, you must reasonably assist the Company in providing support services. Procedures for handling parts and replacements are outlined below and procedures for handling on-site warranty service, which will be explained to you by the Company's technician, are also available for viewing at the Company Web site at www.rswdist.com. Warranty service may be denied or limited if your account is not in good standing, including outstanding debt for replacement parts not returned to the Company. If you choose to contact the Company in writing, send your request for warranty service to the following address: www.rswdist.com.

(c) Whether you are obtaining replacement Material, having repairs, or returning the Material for re-staining of the Product, the following procedures must be followed. FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS SECTION MAY RESULT IN DELAYS IN THE REPLACEMENT OF MATERIAL, REPAIR, OR RE-STAINING OF YOUR PRODUCT, OR MAY RESULT IN ADDITIONAL CHARGES TO YOUR ACCOUNT. THE COMPANY RESERVES THE RIGHT TO REFUSE TO ACCEPT PRODUCTS WHERE THESE PROCEDURES ARE NOT FOLLOWED:

(1) If your technician decides that the Company will re-stain the Product at Companies facility, he or she will provide you with instructions about how to return the Material(s) to the Company for repair. Include a brief summary of the problem. Include Product order number. List the name and telephone number of the person the Company is to contact with any questions regarding the Product and/or repair. The Company will re-stain your Product as quickly as is reasonably possible.

(2) Return any Material in the original packing materials, or if these are not available, other suitable packing materials to prevent further damage.

(3) FOR YOUR PROTECTION, INSURE THE SHIPMENT FOR FULL REPLACEMENT VALUE. YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT OR ACCESSORIES WHICH OCCURS DURING SHIPMENT TO THE COMPANY. WITH REGARD TO REPAIRS, THE COMPANY IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY ANY OF THE CONDITIONS LISTED IN SECTION 2.

4. Limitation of Liability

(a) IN NO EVENT SHALL THE COMPANY (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "COMPANY AFFILIATES") BE LIABLE UNDER ANY CIRCUMSTANCE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH

THE PRODUCTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT MATERIAL, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY YOU TO THIRD PARTIES, EVEN IF THE COMPANY OR ANY OF THE COMPANY AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

(b) IN NO EVENT SHALL THE COMPANY OR ANY COMPANY AFFILIATE BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY YOU HEREUNDER. YOUR SOLE REMEDY AGAINST THEM IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID, PURSUANT TO SECTION 5, UPON THE PAYMENT OF WHICH THEY SHALL BE RELEASED FROM AND DISCHARGED OF ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU.

5. Dispute Resolution

(a) You agree that any dispute between you and the Company will be resolved exclusively and finally by arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute between you and the Company. The arbitration shall be held at any reasonable location near your place of business by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a dispute in a forum other than AAA, the arbitrator may award the other party its reasonable costs and expenses, including attorney fees and disbursements incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision.

(b) YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THAT RIGHT AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION.

(c) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act [9 U.S.C.A. §§ 1 et seq.].

(d) For the purposes of this section, the term “dispute” means any dispute, controversy, or claim arising out of or relating to: (1) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (2) the purchase or use of any Product, Accessory, service or otherwise from the Company; the term “Company” means the Company, its subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents or assigns; the term “you” means you, the original purchaser, your agents, beneficiaries, or heirs.

6. Governing Law

Both you and the Company consent to the application of the laws of the State of California to govern, interpret, and enforce all of your and the Company's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Product Limited Warranty, without regard to conflict of law principles.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

7. Contact Information

Any questions about this Statement of Product Limited Warranty, including the procedures for obtaining warranty service, should be directed to the Company at:

By Telephone: (909) 393-2800

By Internet: info@rswdist.com

By Mail: 4035 Cheyenne Ct.
Chino CA 91710