



## Limited Lifetime Warranty

JR Plastics Corporation (hereinafter 'JR PLASTICS CORPORATION') WARRANTS that its WearDeck Reinforced Polymeric Decking product will not suffer structural damage from termites or fungal decay, and will not split, splinter or warp for the period of time beginning at the date of original consumer purchase of the products and extending through the lifetime of the original purchasers ownership, this warranty does not apply to commercial, institutional, association or related entities in which case a 25 year limited warranty applies. Labor, installation, and/or, reinstallation and any related costs including but not limited to removal of product, shipping, fabrication and service time for on-site assessment of alleged defects are not included within this warranty and shall not be paid by JR PLASTICS CORPORATION. This warranty only applies to plastic lumber products produced and manufactured by JR PLASTICS CORPORATION which are returned during the warranty period with the transportation charges prepaid by the purchaser.

THIS WARRANTY DOES NOT COVER ANY CLAIMS ARISING FROM ANY DIFFERENCES IN COLOR, FADING, OR SPOTTING AS SUCH IS INTRINSIC TO THE PRODUCT.

PURCHASERS SOLE REMEDY FOR ANY CLAIM WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY, ARISING OUT OF THE USE STORAGE OR POSSESSION OF PRODUCT INCLUDING WITHOUT LIMITATION ANY CLAIM THAT PRODUCT FAILED TO PERFORM AS WARRANTED, SHALL BE REPLACEMENT WITH SUBSTITUTE PRODUCT. LABOR, TRANSPORTATION, INSURANCE AND OTHER INCIDENTAL COSTS OF REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PURCHASER. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE, APPLICATION, OR FITNESS FOR PARTICULAR PURPOSE, OR WHETHER PRODUCT MEETS THE REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

Notice of any claim under this warranty must be given promptly to JR PLASTICS

CORPORATION in writing along with the original purchase invoice indicating the date of purchase and purchase price, pictures of the defective product and a detailed description of the defect. This notice shall be given within (I) thirty (30) days after receipt of the product if the claim is for nonconformity or breach which could be discovered by visual inspection or (II) thirty (30) days after actual discovery of any nonconformity or breach. Any such claim shall be delivered personally or mailed postage prepaid, to JR PLASTICS CORPORATION, 5111 S. Pine Ave. Suite G Ocala, FL 34480, attention, Customer Service and shall be effective when personally delivered, or three (3) business days after mailing if mailed in the US, or when received by JR PLASTICS CORPORATION if not personally delivered or mailed in the US. Failure to give notice as required by this paragraph shall void any warranty and bar purchaser from any remedy.

THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE ONLY WARRANTIES AND REMEDIES VALID TO THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. NO PERSON, AGENT OR DEALER IS AUTHORIZED TO ASSUME OR GRANT ANY GREATER WARRANTY OBLIGATION OR LIABILITY FOR JR PLASTICS CORPORATION. THIS WARRANTY AND ANY AND ALL RIGHTS CREATED HEREIN ARE NOT TRANSFERABLE AND SHALL NOT BE PRORATED DURING THE TERM OF THIS WARRANTY.

Voiding of Warranty, JR PLASTICS CORPORATION will have no warranty obligation with respect to the product if any of the following events occur: a) repairs required as a result of normal wear and tear (b) the product is subjected to abuse, misuse, negligence, improper or abnormal use, failure to maintain, fire, or accident including without limitation, acts of God, or environmental pollutants (c) installation, fabrication, engineering service, maintenance or use of the product is not in accordance with applicable laws and regulations or industry standards: (d) installation, fabrication, engineering service, maintenance or use of the product is performed improperly, negligently, or by unqualified or unauthorized personnel or without competent supervision (e) the movement and/or collapse of the ground or structure on which the assembly incorporating the product is installed: (f) any variations in the original color, including but not limited to fading, discoloration and spotting (g) the product is altered or modified without the prior written approval of JR PLASTICS CORPORATION; or JR PLASTICS CORPORATION has not received full payment of the invoice price of the order containing the warranted Product.

LIMITATION OF LIABILITY PURCHASER AGREES THAT JR PLASTICS CORPORATION'S LIABILITY, UNDER ANY WARRANTY, WHETHER IN CONTRACT, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE

AMOUNT OF THE PURCHASE PRICE PAID. UNDER NO CIRCUMSTANCES SHALL JR PLASTICS CORPORATION BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS BASED UPON AND IN CONSIDERATION FOR LIMITING JR PLASTICS CORPORATION LIABILITY. NEITHER JR PLASTICS CORPORATION NOR ITS REPRESENTATIVE(S) APPROVE, RECOMMEND, OR PERFORM DESIGN REVIEW FOR SPECIFIC APPLICATIONS OF THESE PRODUCTS. NO PERSON OR ENTITY IS AUTHORIZED BY JR PLASTICS CORPORATION TO MAKE, AND JR PLASTICS CORPORATION SHALL NOT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE PERFORMANCE OF PRODUCT OTHER THAN WHAT IS CONTAINED IN THIS WARRANTY. THIS WARRANTY SHALL NOT BE AMENDED OR ALTERED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY JR PLASTICS CORPORATION AND PURCHASER.

CHOICE OF LAWS/JURISDICTION/LEGAL FEES INCURRED IF THE PURCHASER BRINGS ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LIMITED WARRANTY, THE PURCHASER IRREVOCABLY AGREES THAT ANY SUCH MATTER MUST BE ADJUDGED OR DETERMINED IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF FLORIDA IN THE COUNTY OF JR PLASTICS CORPORATION'S PRIMARY PLACE OF BUSINESS AND THAT SUCH MATTERS SHALL BE DETERMINED UNDER THE LAWS OF THE STATE OF FLORIDA. THE PURCHASER IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF SAID COURT IN RELATION TO SUCH MATTERS. THE PURCHASER SHALL BE LIABLE TO JR PLASTICS CORPORATION FOR ANY COSTS, DISBURSEMENTS AND/OR REASONABLE LEGAL FEES INCURRED IN SUCCESSFULLY DEFENDING JR PLASTICS CORPORATION'S POSITION IN SUCH MATTERS.

Some states do not allow limitations of the duration of implied warranties or the exclusions or limitation of incidental or consequential damages. This warranty gives you specific legal rights and you may have other rights, which vary from State to State.

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