

## ARMADILLO GOLDEN PROMISE™ WARRANTY

**ARMADILLO GOLDEN PROMISE™ WARRANTY** covers all Evolution and Lifestyles grooved and solid composite decking boards, risers, fascia and 2x4's, purchased after 2/1/23. For purchases before 2/1/23 (and for all other composite decking) these products will be covered by Armadillo's **LIMITED LIFETIME WARRANTY** included below.

**SUMMARY** - *ARMADILLO GOLDEN PROMISE™ WARRANTY is a LIMITED LIFETIME 50-YEAR WARRANTY FOR RESIDENTIAL APPLICATIONS and LIMITED 20-YEAR WARRANTY FOR COMMERCIAL APPLICATIONS on purchases after 2/1/23. Coverages include non-prorated material warranties and labor warranties. Details on individual coverages are listed below. "Armadillo" is a registered trademark of Avon Plastics, Inc., doing business as Avon Plastics. The purchase of Armadillo products is an acceptance of the terms of this limited warranty which constitutes the entire responsibility of the product's manufacturer. Read this warranty carefully before purchasing or installing these products as improper use or installation may nullify the warranty. For purchases made PRIOR to 2/1/23, please refer to the **Limited Lifetime Warranty** included below.*

### **RESIDENTIAL – ARMADILLO GOLDEN PROMISE™ WARRANTY**

**ARMADILLO GOLDEN PROMISE™ WARRANTY LIMITED RESIDENTIAL MATERIAL COVERAGE (LIFESTYLE AND EVOLUTION PURCHASED AFTER 2/1/23)** - Armadillo, as a registered trademark of Avon Plastics, Inc. doing business as Avon Plastics warrants to the original purchaser ("purchaser", "you" or "your") that for the life of the product as set forth below as the Warranty Period that Armadillo Products will, under normal and property service conditions, remain free from material manufacturing defects, and will not check, splinter, delaminate, rot or suffer structural damage from fungal decay where it is installed used and maintained above ground and in conformance with Armadillo's written instructions. The products covered by the ARMADILLO GOLDEN PROMISE™ WARRANTY include Armadillo Decking (Evolution and Lifestyle) as well as each series' respective riser, fascia and 2x4's. As used in this GOLDEN PROMISE WARRANTY™, "original purchaser" means the person or persons who owned the property on which the Armadillo products were originally installed; a "residential application" is an installation of an Armadillo product or an owner-occupied residence; and "ARMADILLO GOLDEN PROMISE™" WARRANTY is used to define the expected life of the product which is 50 years. ***This is a NON-PRORATED WARRANTY.*** For purchases made PRIOR to 2/1/23, please refer to the **Limited Lifetime Warranty section** included below.

**ARMADILLO GOLDEN PROMISE™ WARRANTY RESIDENTIAL ONE TIME EXTENDED TRANSFERRABILITY (LIFESTYLE AND EVOLUTION PURCHASED AFTER 2/1/23)** - For residential applications only, the ARMADILLO GOLDEN PROMISE™ WARRANTY provides coverage to one additional subsequent owner of the property in which it was installed for no additional charge. All other terms and conditions remain in effect. ***Warranty must be registered by original owner.*** For purchases made PRIOR to 2/1/23, please refer to the **Limited Lifetime Warranty section** included below.

**ARMADILLO GOLDEN PROMISE™ WARRANTY RESIDENTIAL FIVE-YEAR LABOR WARRANTY (LIFESTYLE AND EVOLUTION PURCHASED AFTER 2/1/23)** - If warrantable manufacturing defects are detected within the first five (5) years after purchase, Armadillo will reimburse the additional labor expenses due replacement of the product. Labor to install the new product is reimbursed only if the defective product

is replaced with Armadillo products. Replacing materials with materials manufactured by other manufacturers will void all warranties. *For purchases made PRIOR to 2/1/23, please refer to the **Limited Lifetime Warranty section** included below.*

## **COMMERCIAL – ARMADILLO GOLDEN PROMISE™ WARRANTY**

**20-YEAR ARMADILLO GOLDEN PROMISE™ WARRANTY LIMITED COMMERCIAL COVERAGE – (LIFESTYLE AND EVOLUTION PURCHASED AFTER 2/1/23)** - The term of the ARMADILLO GOLDEN PROMISE™ WARRANTY for Commercial usage for Armadillo products shall be twenty (20) years from the date of original purchase (after 2/1/23) by or for a commercial application for a commercial purchaser, provided the Purchaser owns the property upon which the Armadillo product was installed. Commercial applications are not included in transferability as is defined for residential applications. ***This is a NON-PRORATED WARRANTY.*** *For purchases made PRIOR to 2/1/23, please refer to the **Limited Lifetime Warranty section** included below.*

**ARMADILLO GOLDEN PROMISE™ WARRANTY COMMERCIAL TWO-YEAR LABOR WARRANTY (LIFESTYLE AND EVOLUTION PURCHASED AFTER 2/1/23)** - If warrantable manufacturing defects are detected within the first two (2) years after purchase, Armadillo will reimburse the additional labor expenses due replacement of the product. Labor to install the new product is reimbursed only if the defective product is replaced with Armadillo products. Replacing materials with materials manufactured by other manufacturers will void all warranties. *For purchases made PRIOR to 2/1/23, please refer to the **Limited Lifetime Warranty section** included below.*

### **ARMADILLO GOLDEN PROMISE™ WARRANTY- FINE PRINT**

*LIMITED LIFETIME 50-YEAR FOR RESIDENTIAL APPLICATIONS/LIMITED 20-YEAR WARRANTY FOR COMMERCIAL APPLICATIONS; THIS LIMITED WARRANTY COMPRISES ARMADILLO'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH ARMADILLO PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. ARMADILLO EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL ARMADILLO BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.*

**ARMADILLO GOLDEN PROMISE™ WARRANTY TERMS AND CONDITIONS** - *The term of this limited warranty is listed below and begins on the date of the original purchase continuing for the life of the product and for so long as the original purchaser owns the property on which it was installed. A complete installation and care guide is available at [www.armadillodeck.com](http://www.armadillodeck.com). Should an Armadillo product fail within the warranty period, Armadillo will replace the non-conforming item as set forth below as long as it has been properly installed, used and maintained and the warranty claim procedure is followed. Variation or changes in board colors does occur. We recommend laying out your deck boards before installation begins. **DISCLAIMER OF IMPLIED WARRANTIES** This Limited Warranty is the only warranty (whether written or oral, express or implied) Armadillo makes for your Armadillo Product; it is subject to all terms and conditions stated herein and no one (including, but not limited to an Armadillo*

dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. Armadillo makes no other representation, guarantee or warranty. No one is authorized to make any representation, guarantee, or warranty on Armadillo's behalf, and Armadillo shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Armadillo Product other than as expressly stated in this Limited Warranty.

**WARRANTY CLAIMANTS MAY NOT COMMENCE A CIVIL ACTION WITHOUT FIRST RESORTING TO THE CLAIM PROCEDURE THAT HAS BEEN PROVIDED IN THIS LIMITED WARRANTY**

**ARMADILLO GOLDEN PROMISE™ WARRANTY CLAIM PROCEDURE** - All claims and notices must be sent to:

ARMADILLO WARRANTY DEPARTMENT PHONE: 1-320-243-7318; FAX: 1-320-243-2077; EMAIL:

warranty@AvonPlastics.com; 210 Ampe Drive Paynesville, MN 56362; or visit our website at

www.Armadillodeck.com. If a defect is discovered in an Armadillo product the purchaser must either make

temporary repairs or cordon off the area at purchaser's expense. If requested, purchaser must allow Armadillo or

its agents onto purchaser's property to investigate the claim to determine what repairs or removal of materials

may be undertaken. No products shall be returned to Armadillo without Armadillo's written authorization. Any

removal or disposal of defective products shall be at the purchaser's expense after the first five (5) years of the

warranty period for residential and two (2) years for commercial applications. If making a claim relating to Stain

Resistance: • Purchaser must try to clean affected area of the deck by using soap and water or mild household

cleaners after no more than one (1) week of exposure to the food or beverage to the Armadillo Decking or first

appearance of mold or mildew. • If the decking remains reasonably unsatisfactory after cleaning procedures, then

purchaser must have the stain professionally cleaned at purchaser's expense. • If the stained area remains

unsatisfactory after the professional cleaning, purchaser must make a claim under the warranty within thirty (30)

days after the professional cleaning. To make a warranty claim under this limited warranty, purchaser is required to

send a description of claim, photographs, proof of purchase and if the claim relates to stain resistance, proof of

compliance in above paragraph.

**ARMADILLO GOLDEN PROMISE™ 50-YEAR WARRANTY FOR RESIDENTIAL APPLICATIONS, LIMITED 20-YEAR**

**WARRANTY FOR COMMERCIAL APPLICATIONS - PURCHASER'S SOLE REMEDY** - Subject to the terms and conditions

herein, Armadillo shall be responsible for the labor, removal and replacement costs with contractors of Armadillo's

choosing for the first five (5) years of the warranty period for residential applications and two (2) years for

commercial applications. Thereafter, purchaser's sole remedy, and Armadillo's sole liability, for any claim

whatsoever relating to the Armadillo Product, including without limitation any claims arising out of the marketing,

purchase, installation, use, storage, possession or maintenance of Armadillo Products (whether such claim arises in

contract, warranty, tort, gross negligence, negligence, strict liability, statutes of regulations, or otherwise) or any

claims that the Armadillo Products failed to perform as warranted above, is and shall be the replacement of the

defective Armadillo Product with new Armadillo Product, as the case may be in an amount equal to the volume

(linear feet) of defective material of installation as reasonably possible, at Armadillo's discretion and

determination, but Armadillo does not guarantee an exact match as colors and designs may change. Additionally,

Purchaser agrees to the use of the fasteners as adequate for reinstallation of the furnished board, irrespective of

existing method. Armadillo may, at its option, elect to refund the original purchase price in lieu of replacing the

defective product. **EXCLUSIONS AND LIMITATIONS OF CERTAIN DAMAGES** In no event will Armadillo be liable for

any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages

based upon the Armadillo Products or resulting, directly or indirectly, from any defect in the Armadillo products,

including but not limited to damage, diminution in value of and/or loss of use or enjoyment of, any property or part

thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if Armadillo is

expressly advised about the possibility of such damages. Some states do not allow the exclusion or limitation of

incidental or consequential damages in certain circumstances, so the above limitation may not apply to you. In addition, this Limited Warranty does not cover, and Armadillo shall not be liable for any installation, removal or reinstallation costs after the first five (5) years for residential applications and two (2) years for commercial applications. Armadillo does not warranty against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Armadillo products and/or failure to abide by Armadillo's written instructions and any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping; (2) use of Armadillo Products beyond normal use or in application not recommended or permitted by Armadillo's written instructions and applicable laws and building codes; (3) movement, distortion, collapse or setting for the ground or the supporting structure on which Armadillo Products are installed; (4) Defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair; (5) any Act of God including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.; (6) discoloration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners and suntan lotion), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (7) damages resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces; (8) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides NOT recommended by the manufacturer in writing; (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Armadillo Products; (10) climate change, environmental conditions, static electricity or any cause beyond the control of Armadillo; (11) variations or changes in color of Armadillo Products; (12) improper handling, maintenance, storage, abuse or neglect of Armadillo Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; (15) surface damage (including but not limited to metal shovels, sharp edged tools, patio furniture, dragging, etc.); or (16) any fasteners. No warranty is given with respect to any fasteners. All fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer. Armadillo Products will not fade from light and weathering exposure as measured by color change of more than 5 Delta E (CIE) units. Armadillo is designed to slow the effects of ultraviolet (UV) rays; however, no material is 100% fade proof when subject to years of exposure to UV rays. **ADDITIONAL TERMS AND LIMITATIONS** The suitability of the Armadillo Products for Purchaser's property for the installation and use of the Armadillo Products, including but not limited to whether the Armadillo Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property, is the responsibility of the Purchaser and/or its design professional, and not that of Armadillo. Armadillo does not provide architectural or engineering services. Armadillo makes no express or implied warranty or representations as to suitability of the Armadillo Products for, or actual performance, capabilities, or operation of the Armadillo Products at, Purchaser's property or under the conditions of Purchaser's use. Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (i) the Armadillo Product is not installed, maintained and/or used strictly in accordance with Armadillo's written instructions, and all applicable laws, codes and regulations; (ii) misuse of the product, whether foreseeable or unforeseeable; (iii) failure of properly and timely maintenance or repair; (iv) failure to provide timely notice to Armadillo of any failure or defect of the Armadillo Product; or (v) use of fasteners to the extent that the Armadillo Product failures resulted from the use of fasteners. **CHOICE OF LAW** The laws of the State of Minnesota shall govern any and all claims under this limited warranty including its limitations, interpretation or breach.

## LIMITED LIFETIME WARRANTY

**SUMMARY** – *ARMADILLO LIMITED LIFETIME WARRANTY is a LIMITED LIFETIME 25-YEAR WARRANTY FOR RESIDENTIAL APPLICATIONS and LIMITED 10-YEAR WARRANTY FOR COMMERCIAL APPLICATIONS on purchases prior to 2/1/23 and all Essentials products. Coverages include prorated material warranties and labor warranties. Details on individual coverages are listed below. “Armadillo” is a registered trademark of Avon Plastics, Inc., doing business as Avon Plastics. The purchase of Armadillo products is an acceptance of the terms of this limited warranty which constitutes the entire responsibility of the product’s manufacturer. Read this warranty carefully before purchasing or installing these products as improper use or installation may nullify the warranty.*

### **RESIDENTIAL – LIMITED LIFETIME WARRANTY**

**LIMITED LIFETIME WARRANTY RESIDENTIAL MATERIAL COVERAGE (FOR ALL PRODUCTS PURCHASED PRIOR TO 2/1/23, AND ALL ESSENTIALS PRODUCTS)** - Armadillo, as a registered trademark of Avon Plastics, Inc. doing business as Avon Plastics warrants to the original purchaser (“purchaser”, “you” or “your”) that for the life of the product as set forth below as the Warranty Period that Armadillo Products will, under normal and property service conditions, remain free from material manufacturing defects, and will not check, splinter, delaminate, rot or suffer structural damage from fungal decay where it is installed used and maintained above ground and in conformance with Armadillo’s written instructions. The products covered by this LIMITED LIFETIME WARRANTY include Armadillo Decking (Lifestyle & Essentials) as well as Armadillo 2x4’s. As used in this LIMITED LIFETIME WARRANTY, “original purchaser” means the person or persons who owned the property on which the Armadillo products were originally installed; a “residential application” is an installation of an Armadillo product or an owner-occupied residence; and “Lifetime Warranty” is used to define the expected life of the product which is 25 years. ***This is a PRORATED WARRANTY.***

### **COMMERCIAL – LIMITED 10-YEAR WARRANTY**

**10-YEAR LIMITED WARRANTY COMMERCIAL COVERAGE – (FOR ALL PRODUCTS PURCHASED PRIOR TO 2/1/23, AND ALL ESSENTIALS PRODUCTS)** - The term of the LIMITED LIFETIME WARRANTY for Commercial usage for Armadillo products shall be ten (10) years from the date of original purchase by or for a commercial application for a commercial purchaser, provided the Purchaser owns the property upon which the Armadillo product was installed. ***This is a PRORATED WARRANTY***

**LIMITED LIFETIME WARRANTY RESIDENTIAL & COMMERCIAL TWO-YEAR LABOR WARRANTY (FOR ALL PRODUCTS PURCHASED PRIOR TO 2/1/23, AND ALL ESSENTIALS PRODUCTS)** - If warrantable manufacturing defects are detected within the first two (2) years after purchase, Armadillo will reimburse the additional labor expenses due replacement of the product. Labor to install the new product is reimbursed only if the defective product is replaced with Armadillo products. Replacing materials with materials manufactured by other manufacturers will void all warranties.

### **LIMITED LIFETIME WARRANTY- FINE PRINT**

*LIMITED LIFETIME (25-YEARS) FOR RESIDENTIAL APPLICATIONS/LIMITED 10-YEAR WARRANTY FOR COMMERCIAL APPLICATIONS; THIS LIMITED WARRANTY COMPRISES ARMADILLO’S SOLE AND ENTIRE*



WARRANTY AND OBLIGATION IN CONNECTION WITH ARMADILLO PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. ARMADILLO EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL ARMADILLO BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

**LIMITED LIFETIME WARRANTY TERMS AND CONDITIONS** - *The term of this limited warranty is listed below and begins on the date of the original purchase continuing for the life of the product and for so long as the original purchaser owns the property on which it was installed. A complete installation and care guide is available at [www.armadillodeck.com](http://www.armadillodeck.com). Should an Armadillo product fail within the warranty period, Armadillo will replace the non-conforming item as set forth below as long as it has been properly installed, used and maintained and the warranty claim procedure is followed. Variation or changes in board colors does occur. We recommend laying out your deck boards before installation begins.* **DISCLAIMER OF IMPLIED WARRANTIES** *This Limited Warranty is the only warranty (whether written or oral, express or implied) Armadillo makes for your Armadillo Product; it is subject to all terms and conditions stated herein and no one (including, but not limited to an Armadillo dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. Armadillo makes no other representation, guarantee or warranty. No one is authorized to make any representation, guarantee, or warranty on Armadillo's behalf, and Armadillo shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Armadillo Product other than as expressly stated in this Limited Warranty.*

**WARRANTY CLAIMANTS MAY NOT COMMENCE A CIVIL ACTION WITHOUT FIRST RESORTING TO THE CLAIM PROCEDURE THAT HAS BEEN PROVIDED IN THIS LIMITED WARRANTY**

**LIMITED LIFETIME WARRANTY CLAIM PROCEDURE** - *All claims and notices must be sent to: ARMADILLO WARRANTY DEPARTMENT PHONE: 1-320-243-7318; FAX: 1-320-243-2077; EMAIL: [warranty@AvonPlastics.com](mailto:warranty@AvonPlastics.com); 210 Ampe Drive Paynesville, MN 56362; or visit our website at [www.Armadillodeck.com](http://www.Armadillodeck.com). If a defect is discovered in an Armadillo product the purchaser must either make temporary repairs or cordon off the area at purchaser's expense. If requested, purchaser must allow Armadillo or its agents onto purchaser's property to investigate the claim to determine what repairs or removal of materials may be undertaken. No products shall be returned to Armadillo without Armadillo's written authorization. Any removal or disposal of defective products shall be at the purchaser's expense after the first two (2) years of the warranty period. If making a claim relating to Stain Resistance:*

- *Purchaser must try to clean affected area of the deck by using soap and water or mild household cleaners after no more than one (1) week of exposure to the food or beverage to the Armadillo Decking or first appearance of mold or mildew.*
- *If the decking remains reasonably unsatisfactory after cleaning procedures, then purchaser must have the stain professionally cleaned at purchaser's expense.*
- *If the stained area remains unsatisfactory after the professional cleaning, purchaser must make a claim under the warranty within thirty (30) days after the professional cleaning. To make a warranty claim under this limited warranty, purchaser is required to send a description of claim, photographs, proof of purchase and if the claim relates to stain resistance, proof of compliance in above paragraph.*

**LIMITED LIFETIME WARRANTY FOR RESIDENTIAL APPLICATIONS, LIMITED 10 YEAR WARRANTY FOR COMMERCIAL APPLICATIONS - PURCHASER'S SOLE REMEDY** - Subject to the terms and conditions herein, Armadillo shall be responsible for the labor, removal and replacement costs with contractors of Armadillo's choosing for the first two (2) years of the warranty period. Thereafter, purchaser's sole remedy, and Armadillo's sole liability, for any claim whatsoever relating to the Armadillo Product, including without limitation any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Armadillo Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes of regulations, or otherwise) or any claims that the Armadillo Products failed to perform as warranted above, is and shall be the replacement of the defective Armadillo Product with new Armadillo Product, as the case may be in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein or the number of installation as reasonably possible, in Armadillo's discretion and determination, but Armadillo does not guarantee an exact match as colors and designs may change. Additionally, Purchaser agrees to the use of the fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. Armadillo may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product. **EXCLUSIONS AND LIMITATIONS OF CERTAIN DAMAGES** In no event will Armadillo be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the Armadillo Products or resulting, directly or indirectly, from any defect in the Armadillo products, including but not limited to damage, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if Armadillo is expressly advised about the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you. In addition, this Limited Warranty does not cover, and Armadillo shall not be liable for any installation, removal or reinstallation costs after the first two (2) years. Armadillo does not warranty against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Armadillo products and/or failure to abide by Armadillo's written instructions and any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping; (2) use of Armadillo Products beyond normal use or in application not recommended or permitted by Armadillo's written instructions and applicable laws and building codes; (3) movement, distortion, collapse or settling for the ground or the supporting structure on which Armadillo Products are installed; (4) Defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair; (5) any Act of God including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.; (6) discoloration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners and suntan lotion), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (7) damages resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces; (8) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides NOT recommended by the manufacturer in writing; (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Armadillo Products; (10) climate change, environmental conditions, static electricity or any cause beyond the control of Armadillo; (11) variations or changes in color of Armadillo Products; (12) improper handling, maintenance, storage, abuse or neglect of Armadillo Products by Purchaser or others; (13) ordinary wear and tear; (14) impact from objects; (15) surface damage (including but not limited to metal shovels, sharp edged tools, patio furniture, dragging, etc.); or (16) any fasteners. No warranty is given with respect to any fasteners. All fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer. Armadillo Products will not fade from light and weathering exposure as measured by color change of more than 5 Delta E (CIE) units. Armadillo is designed to slow the effects of ultraviolet

(UV) rays; however, no material is 100% fade proof when subject to years of exposure to UV rays. **ADDITIONAL TERMS AND LIMITATIONS** The suitability of the Armadillo Products for Purchaser’s property for the installation and use of the Armadillo Products, including but not limited to whether the Armadillo Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser’s property, is the responsibility of the Purchaser and/or its design professional, and not that of Armadillo. Armadillo does not provide architectural or engineering services. Armadillo makes no express or implied warranty or representations as to suitability of the Armadillo Products for, or actual performance, capabilities or operation of the Armadillo Products at, Purchaser’s property or under the conditions of Purchaser’s use. Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (i) the Armadillo Product is not installed, maintained and/or used strictly in accordance with Armadillo’s written instructions, and all applicable laws, codes and regulations; (ii) misuse of the product, whether foreseeable or unforeseeable; (iii) failure of properly and timely maintenance or repair; (iv) failure to provide timely notice to Armadillo of any failure or defect of the Armadillo Product; or (v) use of fasteners to the extent that the Armadillo Product failures resulted from the use of fasteners. **CHOICE OF LAW** The laws of the State of Minnesota shall govern any and all claims under this limited warranty including its limitations, interpretation or breach.

**PRORATED LIMITED LIFETIME RESIDENTIAL WARRANTY SCHEDULE**

RECOVERY	YEARS OF CLAIM
100	2-10
80	11-13
60	14-16
40	17-19
20	20-22
10	23-25
0	after 25 years

**PRORATED LIMITED 10 YEAR COMMERCIAL WARRANTY**

RECOVERY	YEARS OF CLAIM
100	2-4
50	5-7
10	8-10
0	after 10 years