

Limited Material Warranty

WARRANTY NUMBER: 0710-10246-01
BUILDING OWNER: Robert and Anne Nicholas
ADDRESS: 5631 Quail Canyon Drive
CITY/STATE/ ZIP CODE: Fort Wayne, IN 46835
BUILDING ADDRESS: 5631 Quail Canyon Drive
CITY/STATE/ ZIP CODE: Fort Wayne, IN 46835
OWNER TEL:
PRIMARY CONTACT: Robert Nicholas

Subject to the terms, conditions and limitations stated below, EcoVantage, LLC ("EcoVantage") warrants that EcoVantage's Products ("Products") are free from manufacturing defects. EcoVantage further warrants the Products will not rot, decay or mold for a period of thirty (30) years from the date shown below, for in-ground, on-ground or in-water applications. This Limited Material Warranty does not apply to materials not sold by EcoVantage nor does it cover any labor costs or other elements of the construction project, unless specifically stated to the contrary herein. Coloration of the material does NOT constitute a failure under the terms of this warranty and it is highly recommended that the Products be coated with a UV protectant to maintain the original coloring of the product. This warranty does not cover naturally occurring variations in texture and minor dimensional differences.

The useful life of a given Product may be effected by many factors including the weather conditions to which it is exposed; the type and quality of the construction, including the structure and foundations; and other factors over which EcoVantage has no control. This Limited Material Warranty describes the remedy in the event Products are found to have defects in material, or begin to rot, mold or decay, which affect performance before the expiration of the stated warranty period. Any limited warranty does not assure that the covered products will in reality last the entire length of the stated warranty period.

TERMS, CONDITIONS, LIMITATIONS

1. To request performance of this Limited Material Warranty, the building owner must, within thirty (30) days of the discovery of a problem, send a written notification of the alleged defect with a copy of this warranty and proof of purchase of the Products to EcoVantage Technical and Warranty Services, 6878 County Road 62, St. Joe, Indiana, 46785.

2. EcoVantage shall within a reasonable amount of time, from receipt of the claim, a copy of this warranty and proof of purchase, review the letter and then may ask for samples of the Products and photographs showing the extent of the problem. The Owner is responsible for providing these, and any other materials reasonably requested, at the Owner's expense. The Owner is required to allow reasonable time for investigation by an EcoVantage employee or representative, laboratory testing of the suspect Products, and inspection of the project. Any claim for wood material which may have been replaced prior to EcoVantage's receipt of written notice and onsite inspection shall be denied. If the investigation reveals manufacturing defects or that rotting, decay or mold has occurred covered by this Limited Material Warranty, EcoVantage will provide, within a reasonable period of time, a remedy in accordance with the conditions of the Limited Material Warranty.

3. This Limited Material Warranty is the sole and exclusive remedy provided to the Building Owner with regard to products. Any Products found to contain defects in material, rotting, or decay, which affect performance, EcoVantage shall either pay the reasonable cost of Product repair or replace the Products. In either event EcoVantage will NOT be liable for the cost of labor in repairing or replacement. The decision on which remedy is used shall be at the sole discretion of EcoVantage.

4. After the first Ten (10) years, the replacement or repair cost which EcoVantage will pay will be reduced by the amount of usage the Building Owner has received

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE PRODUCTS. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. EcoVantage SHALL HAVE NO LIABILITY UNDER ANY THEORY OF LAW FOR ANY CLAIMS, REPAIRS, RESTORATION, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL OR INCIDENTAL DAMAGES, RELATING, DIRECTLY OR INDIRECTLY, TO THE PRESENCES OF ANY IRRITANTS, CONTAMINANTS, VAPORS, FUMES, OR THE LIKE IN THE BUILDING OR IN THE AIR, LAND, OR WATER SERVING THE BUILDING.

from the Products. EcoVantage will therefore pay a percentage of the reasonable replacement cost, described above, which will be calculated by dividing the number of months remaining in the warranty period by the number of months in the original warranty period. In the event all the Products used on the project are found to be defective, EcoVantage shall provide replacement products only.

Any payment made by EcoVantage shall be reduced by prorating, as specified above, for each month of the Building Owner's use of the Products. The application costs covered by the this Limited Material Warranty do not include costs for any materials not supplied by EcoVantage.

5. This Limited Material Warranty shall not be applicable if, upon inspection, EcoVantage determines that any of the following has occurred:

- The Products are damaged by natural disasters, including but not limited to, lightning, fire, hail, earthquake; or
- The Products are damaged by acts of negligence, accidents or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war; or
- Products or product not furnished by EcoVantage are used and fail or cause defects in EcoVantage Products; or
- Deterioration or failure of building components, including but not limited to, the structure, pier supports, concrete, or other such items, occurs and cause failure; or
- Deterioration or failure of the Products due to causes not related solely to the Products, including, but not limited to, defects or harmful substances in the underlying, supporting or adjacent materials; or
- Usage or spillage of material or substance not compatible with the Products, including but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which come in contact with the Products and causes deterioration.

This Warranty shall be null and void if either of the following occurs:

- Failure of the Owner to use reasonable care in maintaining the EcoVantage Products; or
- Owner fails to comply with all the terms or conditions stated herein.

EcoVantage shall have no obligation under this Warranty unless all the bills and charges for the Products and fees for any warranties have been paid in full to all parties.

9. This warranty may be transferred any time during the life of the warranty. To transfer this warranty to a new building owner, the existing owner must send a certified letter requesting the transfer, along with a photocopy of this warranty and \$100.00 for the cost of the transfer. EcoVantage will forward a new warranty, less any time already used on the previous warranty, to the new building owner.

10. EcoVantage's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.

11. This Warranty supersedes and in lieu of any and all other warranties and representations, whether oral or in writing, no representative of EcoVantage has authority to make any representations or promises except as stated herein.

12. Notwithstanding anything to the contrary herein, to the extent that any provision of this Limited Material Warranty is deemed invalid under any applicable law, then with regard to such instances, such provision(s) shall be of no effect, or if practicable, shall be deemed modified to the extent necessary to comply with such law, and the remaining portions of this Limited Warranty shall not be affected but shall continue in full force and effect.

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