NewTechWood

CANADA

COMMERCIAL WARRANTY



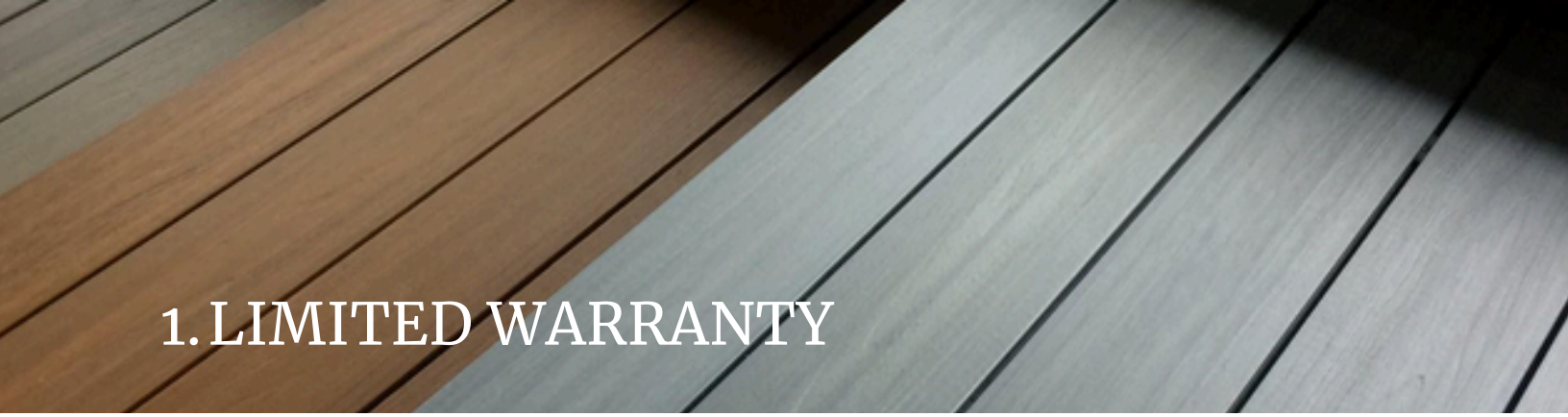


THIS LIMITED WARRANTY ("THE LIMITED WARRANTY") IS MADE AND GIVEN BY HUIDONG MEIXIN PLASTIC LUMBER PRODUCTS MANUFACTURING CO., LTD. ("HUIDONG MEIXIN"). HUIDONG MEIXIN CONDUCTS BUSINESS AND MANUFACTURES UNDER THE ASSUMED BUSINESS NAME OF NEWTECHWOOD. ALL REFERENCES IN THIS LIMITED WARRANTY TO NEWTECHWOOD ARE REFERENCES TO HUIDONG MEIXIN.

THIS LIMITED WARRANTY APPLIES TO PRODUCTS PURCHASED FROM AN AUTHORIZED DISTRIBUTOR OF NEWTECHWOOD, AND SHALL NOT APPLY TO PRODUCTS INSTALLED IN COUNTRIES WHERE NO AUTHORIZED DISTRIBUTOR IS LOCATED AND SUCH PRODUCTS ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY NEWTECHWOOD TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY NEWTECHWOOD ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR NEWTECHWOOD PRODUCT. THE LIMITED WARRANTY PROVIDED BY NEWTECHWOOD CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE NEWTECHWOOD PRODUCT. THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF NEWTECHWOOD. THE PURCHASE AND/OR USE OF ANY NEWTECHWOOD PRODUCT CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

THIS LIMITED WARANTY, IN SECTION 4, SETS FORTH A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE CLAUSE AND WAIVER WILL IMPACT HOW THE PURCHASER AND/OR USER MUST PROCEED IN RESOLVING ANY WARRANTY DISPUTE WITH NEWTECHWOOD.



1. LIMITED WARRANTY

1.1 NewTechWood warrants to the original purchaser ("Purchaser", "you" or "your") of the NewTechWood products noted below that, for the specified Warranty Period, such products shall, (i) under normal and proper service conditions, (ii) when installed in accordance with NewTechWood's written instructions and (iii) when used and maintained in an above-ground application, remain free from material manufacturing defects and will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay. For purposes of the Limited Warranty, the "original purchaser" means the individual or individuals who were the owners of the real property upon which NewTechWood product was installed.

1.2 The term of the Limited Warranty ("Warranty Period") for NewTechWood Metal Clips shall be twenty (20) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the NewTechWood product was installed.

1.3 The term of the Limited Warranty ("Warranty Period") for the NewTechWood Plastic Clips shall be fifteen (15) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the NewTechWood product was installed.

1.4 The term of the Limited Warranty ("Warranty Period") for the NewTechWood UltraShield Decking, the NewTechWood Naturale Decking and the NewTechWood UltraShield Screens and Partitions be ten (10) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the NewTechWood product was installed.

1.5 The term of the Limited Warranty ("Warranty Period") for the NewTechWood UltraShield Cladding be twenty-five (25) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the NewTechWood product was installed.

1.6 The term of the Limited Warranty ("Warranty Period") for the NewTechWood UltraShield Deck Tiles shall be five (5) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the NewTechWood product was installed.



1. LIMITED WARRANTY

1.7 NewTechWood written instructions are available from your NewTechWood dealer or your contractor or from NewTechWood at www.newtechwood.ca or by writing to NewTechWood at info@newtechwood.ca

1.8 In the event of a failure of the above described NewTechWood products within the applicable Warranty Period as warranted above, when properly installed, used and maintained in the manner required by this Section 1, NewTechWood will replace the nonconforming item in the manner set forth in Section 2 below.

1.9 The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) NewTechWood makes for the above described NewTechWood products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to a NewTechWood dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. NewTechWood makes no other representation, guarantee or warranty regarding any NewTechWood product. No one is authorized to make any representation, guarantee or warranty on NewTechWood's behalf, and NewTechWood shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any NewTechWood Product other than as expressly stated in this Limited Warranty. THIS LIMITED WARRANTY COMPRISES NEWTECHWOOD'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH NEWTECHWOOD PRODUCTS. NEWTECHWOOD DISCLAIMS AND EXCUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, 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. NEWTECHWOOD EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL NEWTECHWOOD BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH EXCEED THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.



2. CLAIM PROCEDURE

2.1 In order to proceed with a warranty claim against NewTechWood, the Purchaser must send to NewTechWood a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming NewTechWood product. All warranty claims should be forwarded to the address noted in Section 2.2 below. Purchaser's original proof of purchase must be from an authorized NewTechWood product dealer. The proof of purchase was also show (1) the date of the original purchase and (2) that sufficient NewTechWood product has been purchased to cover the number of linear feet or meter claimed to be damaged. All warranty claims must be received by NewTechWood within the applicable Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the NewTechWood product.

2.2 All warranty claims should be sent as follows:
950 Bégin
Ville Saint-Laurent, Québec
H4M 2N5
Email : info@newtechwood.ca

2.3 Upon discovering a possible defect of any NewTechWood product, Purchaser shall, at Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected. Upon the written request of NewTechWood, the Purchaser must allow a NewTechWood representative to enter upon Purchaser's property to inspect the alleged nonconforming product. Purchaser is not authorized to make any permanent repairs or remove any of the NewTechWood products prior to NewTechWood having completed its claim investigation and, should Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty provided by NewTechWood. No NewTechWood products shall be returned to NewTechWood unless directed and authorized by NewTechWood in writing to do so. Any removal or disposal of defective NewTechWood products shall be at Purchaser's sole cost and expense.



3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

3.1 Purchaser's sole remedy, and NewTechWood's sole liability to Purchaser, for (i) any claim whatsoever relating to the NewTechWood product, (ii) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of NewTechWood products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (iii) any claims that the NewTechWood products failed to perform as warranted above, is and shall be limited to NewTechWood's replacement of the defective NewTechWood product. NewTechWood shall not be responsible for the costs associated with the installation of the replacement NewTechWood product or the disposal of the defective NewTechWood product.

3.2 NewTechWood's obligation to provide replacement product shall only 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 defective NewTechWood Fasteners. NewTechWood's replacement obligation allows NewTechWood to provide products as close in colour, design and quality to the original installation as reasonably possible, in NewTechWood's discretion and determination. Purchaser acknowledges that NewTechWood does not guarantee an exact match as colours and designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In NewTechWood's sole and absolute discretion, NewTechWood 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.



3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

Prorated Limited Warranty Schedule

Recovery	5-Yr Commercial	7-Yr Commercial	10-Yr Commercial	15-Yr Commercial	20-Yr Commercial
	Year of Claim	Year of Claim	Year of Claim	Year of Claim	Year of Claim
100%	0-1 years	0-2 years	0-5 years	0-7 years	0-10 years
80%	2 years	3 years	6 years	8-9 years	11-12 years
60%	3 years	4 years	7 years	10-11 years	13-14 years
40%	4 years	5 years	8 years	12-13 years	15-16 years
20%	5 years	6 years	9 years	14 years	17-18 years
10%	-	7 years	10 years	15 years	19-20 years

3.3 Under no circumstances whatsoever shall NewTechWood be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the NewTechWood products or resulting, directly or indirectly, from any defect in the NewTechWood products, including, but not limited to damage to, 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 NewTechWood 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.



3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

3.4 The Limited Warranty does not cover and NewTechWood shall not be liable for any of Purchaser's installation, removal or reinstallation costs.

3.5 NewTechWood does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to, in whole or in part, to: (i) improper installation of NewTechWood products, (ii) failure to abide by NewTechWood's written instructions, (iii) failure to comply with any and all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping, (iv) use of NewTechWood products beyond normal use or in an application not recommended or permitted by NewTechWood's written instructions and applicable laws and building codes, (v) movement, distortion, collapse or settling of the ground or the supporting structure upon which NewTechWood Products are installed, (vi) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair, (vii) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (viii) discolouration, 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), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains), (ix) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces, (x) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides, (xi) fading, flaking or other deterioration of any paints, stains or other coatings placed on the NewTechWood Products, (xii) climate change, environmental conditions, static electricity or any cause beyond the control of NewTechWood, (xiii) variations or changes in colour of NewTechWood products, (xiv) improper handling, maintenance, storage, abuse or neglect of NewTechWood products by Purchaser or any other party, (xv) ordinary wear and tear, (xvi) impact from objects or (xvii) any fasteners not supplied or approved by NewTechWood.



3.GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

3.6 No warranty is given with respect to any fasteners other than the NewTechWood Fasteners. Other 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.

3.7 Purchaser and/or Purchaser's contractor or representative is solely responsible for determining the suitability of any NewTechWood products for Purchaser's property and for the installation and use of any NewTechWood products. Purchaser and/or Purchaser's contractor or representative shall be solely responsible for determining whether the NewTechWood product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that NewTechWood does not provide architectural or engineering services. NewTechWood makes no express or implied warranty or representation as to the suitability of the NewTechWood Products for, or actual performance, capabilities or operation of the NewTechWood Products at, Purchaser's property or under the conditions of Purchaser's use.

3.8 All warranties provided by NewTechWood, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: (i) the NewTechWood product is not installed, maintained and/or used strictly in accordance with NewTechWood's written instructions, (ii) the NewTechWood product is not installed in accordance with all applicable laws, codes and regulations; (iii) the intentional or unintentional misuse of the NewTechWood product, whether foreseeable or unforeseeable; (iv) the failure of Purchaser to properly and/or timely maintain or repair the NewTechWood product; (v) the failure by Purchaser to provide timely notice to NewTechWood of any failure or defect of the NewTechWood product; or (vi) use of fasteners other than the NewTechWood branded fasteners or approved hidden fasteners listed on www.newtechwood.ca to the extent that the NewTechWood product failures resulted from the use of non-approved fasteners.

4. BINDING ARBITRATION AND CLASS ACTION WAIVER

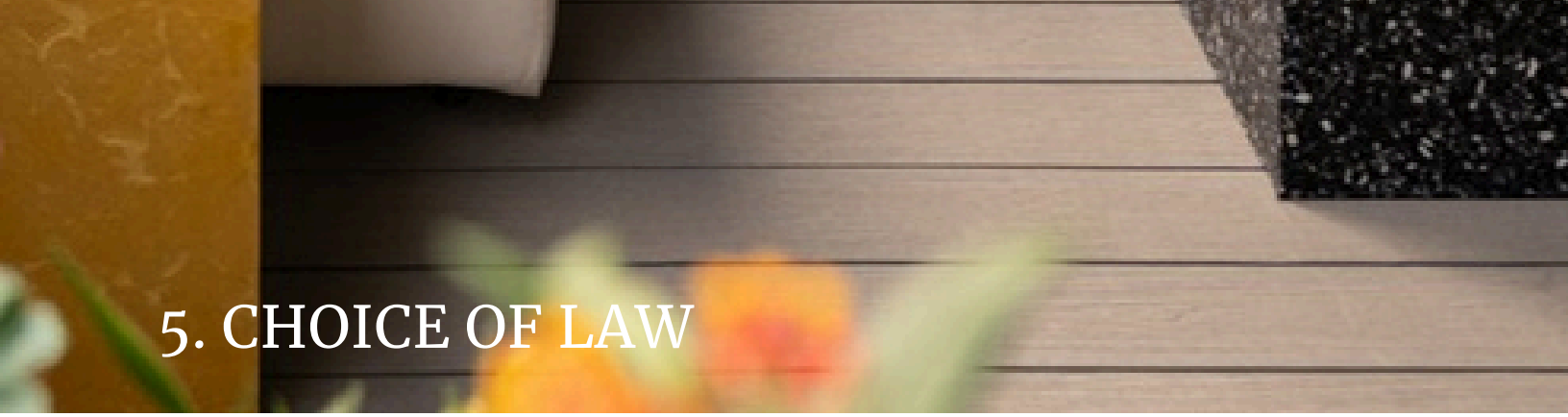
4.1 This section applies to any dispute between you and NewTechWood relating to your NewTechWood product which is not resolved as part of the warranty claim process. Purchaser may not proceed with any dispute resolution alternatives until and unless NewTechWood and Purchaser fail to resolve Purchaser's claims during the warranty investigation process. "Dispute" will be given the broadest possible meaning allowable under law.

4.2 In the event of an unresolved warranty claim, Purchaser must provide written notice to NewTechWood. Such written notice must (i) include a written statement of the facts, (ii) provide the name, address and contact information of the party giving it and (iii) the relief requested. Purchase and NewTechWood agree to attempt resolution of such dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, Purchaser is authorized to commence arbitration.

4.3 BINDING ARBITRATION. IF YOU AND NEWTECHWOOD DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a panel of three neutral arbitrators, whose decision will be final and binding. Any court with jurisdiction over the parties may enforce the arbitration award.

4.4 CLASS ACTION WAIVER. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Purchaser nor NewTechWood will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

4.5 Arbitration Procedure, Costs, Fees. Any disputes arising out of this Agreement, or any other issues related thereto, shall be exclusively brought to China International Economic and Trade Arbitration Commission (the "CIETAC", http://www.cietac.org/.) in Beijing in accordance with the then current Rules of the CIETAC. Each party shall choose one arbitrator and the two chosen arbitrators shall pick up the third arbitrator upon mutual agreement, and in case no agreement on the third arbitrator can be reached, the third arbitrator shall be designated by the president of the CIETAC. The arbitration hearings shall be conducted in Shenzhen, China. The losing party shall bear the arbitration costs for both parties.



5. CHOICE OF LAW

5.1 The laws of the People's Republic of China shall exclusively govern the interpretation of the Limited Warranty regardless of conflict of law principles.

Please register your warranty at reg.newtechwood.com. NewTechWood strongly suggests our customers register your warranty for quicker technical support and warranty service. NewTechWood product registration is voluntary. Failure to register will not diminish your limited warranty rights.