

PLANTATION™ Porch Flooring

LIMITED LIFETIME WARRANTY

Limited Lifetime Residential Warranty

PLANTATION Porch Flooring (PLANTATION), in accordance with the terms and conditions set out below, are warranted by KOMMERLING USA, Inc. (Manufacturer), to be free from defects in material and workmanship that occur as a direct result of the manufacturing process. When properly installed and maintained according to KOMMERLING USA, Inc.'s published Handling and Installation Guidelines, the PLANTATION product is warranted to the original residential homeowner (Purchaser) and the first transferee for as long as you own your home, against rot, structural decay, splitting, checking, splintering, or termite damage under normal conditions of flooring use and exposure. Each purchaser of PLANTATION is solely responsible for determining appropriateness, suitability and safety of any particular use or application of the product. Building code regulations vary by locale; each PLANTATION Purchaser should consult local building and safety codes for specific requirements in connection with a residential structure and its installation in accordance with Manufacturer's written guidelines. In the absence of local building codes Purchaser should consult a qualified architect or engineer prior to installation of Plantation to determine safety and suitability of structure.

Limitations of Coverage

MANUFACTURER shall have no liability for defects or damage resulting from; (A) an installation directly on top of other decking or flooring; (B) mold or mildew growth, extractive bleeding, chalking, water stains, food, organic, pet or paint stains; (C) settlement, movement, shrinkage, or distortion of the substructure; (D) porches which are not properly sloped for drainage; (E) non-approved surface treatments applied to the porch; (F) stains from galvanized or uncoated screws, or; (G) use as a structural member; (H) improper handling, storage, abuse or neglect by Purchaser or 3rd party; (I) variations or changes in color of PLANTATION (Grey will fade a minimum of 10%. Manufacturer shall have no liability for the cost, removal or painting). If for any reason you believe the product is defective, DO NOT INSTALL. Contact your dealer. KOMMERLING USA, Inc. is not responsible for claims arising from installation of visibly defective product.

MOLD OR MILDEW IS NOT A MANUFACTURING DEFECT AND IS NOT COVERED BY THIS WARRANTY NOR ANY IMPLIED WARRANTY.

The Manufacturer does not recommend PLANTATION product for all end use applications. PLANTATION product is intended for covered porch applications. Local code authority should be consulted before installation of structures with specific load-bearing capacities and for other zoning code requirements. This Lifetime Limited Warranty is valid for single-family, residential applications. For all other applications, including commercial use, this warranty shall be limited to a period of twenty (20) years.

Transferability of the Warranty

This warranty is transferable one time as described in this paragraph. In the event the original consumer (Purchaser) sells the residence where the PLANTATION product was installed, at any time during the warranty period, the balance of this warranty may be transferred to that subsequent purchaser. For such transfer to become effective send (to address below) a copy of this signed warranty registration to the Manufacturer within 60 days of the date of the sale of the property, along with a transfer fee of fifty dollars (\$50), check payable to KOMMERLING USA, Inc. Please note in the memo line on the check, "Warranty Transfer."

Remedy & Notification of Claims

The Manufacturer's liability under this Warranty is limited solely and exclusively to replacement of defective PLANTATION product, and in no event shall Manufacturer be liable for labor, installation, reinstallation, freight, taxes or any other charge related to defective product. Manufacturer shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. In any dispute over the performance of the product, the purchaser shall have the burden of proof that the product was installed, finished and maintained in accordance with the Manufacturer's applicable instructions. To file a claim under this Warranty, original Purchaser must send proof of purchase, a picture of the defective product and a written description to the attention of: Technical Service Manager (address below). Manufacturer reserves the right to investigate any claim hereunder. Upon verification of a claim, Manufacturer shall arrange for the delivery of replacement product. This warranty may not be altered or amended except in a written instrument signed by Manufacturer and PLANTATION Purchaser. No dealer or other person or entity is authorized by the Manufacturer to make statements or representations regarding the performance of PLANTATION Product except as contained in this Warranty, and the Manufacturer shall not be bound by any such statements other than those contained herein.

THIS FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER APPLICABLE WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Some states do not permit limitations on the duration of implied warranties or exclusions or limitations of incidental or consequential damages. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

Registration:

In order to register your Lifetime Limited Warranty, please complete the information below, sign indicating you have read and understand the terms of this document, and mail a copy (or fax) to the Manufacturer (address and fax number provided below) within 60 days of purchase. Failure to do so may void certain portions of this warranty.

Purchaser Information

Name: _____

Address: _____

City, ST Zip _____

Tel: () -

e-mail: _____

Date Installed: _____

Contractor Information

Name: _____

Address: _____

City, ST Zip _____

Tel: () -

e-mail: _____

Owner Signature: _____

KOMMERLING USA, Inc.
Attention: Office Manager
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Huntsville, AL 35811
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Effective July 23, 2009