



Limited Warranty Terms for Decking

1. SCOPE OF THE LIMITED WARRANTY

1.1 This Limited Warranty (the “Warranty”) applies to Solarwood® Collection wood decking profiles listed in the Solarwood North America Collection Brochure (the “Products”) that are purchased directly from Solarwood LLC (“Producer”). Products purchased from third-party sellers are not covered by the Warranty.

1.2 This Warranty is only available to the original distributor, reseller, or other commercial purchaser that acquires the Product from Producer for resale to end users (“Purchaser”) and is not transferrable or assignable from the Purchaser to any other person or legal entity, including subsequent owners of the Product. For clarification, this Warranty does not apply to end users, consumers, or other parties who acquire the Product from Purchaser.

1.3 The General Conditions of Sale and Delivery of the Producer dated December 2024 and as amended from time to time, including its Section 13 (“LIABILITY & INDEMNITY”) (the “Terms of Sale”), govern the terms and conditions of sale of the Product from Producer to Purchaser. This Warranty is provided solely for the purposes set forth herein and is separate from, and is not intended to modify, the Terms of Sale. In case of any conflict between the Terms of Sale and the provisions of this Warranty, the provisions of this Warranty shall prevail, unless otherwise expressly agreed to in writing between Purchaser and Producer.

1.4 PLEASE READ THIS WARRANTY CAREFULLY. AMONG OTHER PROVISIONS THAT IMPACT YOUR LEGAL RIGHTS, THIS WARRANTY INCLUDES (I) A REQUIREMENT TO REGISTER THE PRODUCT WITHIN A LIMITED TIME PERIOD TO BE ELIGIBLE FOR WARRANTY SERVICE (DEFINED BELOW) AND (II) A NUMBER OF CONDITIONS AND EXCLUSIONS THAT IMPACT THE AVAILABILITY OF WARRANTY SERVICE, INCLUDING THE TIME PERIOD WITHIN WHICH WARRANTY CLAIMS MUST BE RECEIVED AFTER DISCOVERING SUSPECTED DAMAGE.

2. DEFINITION OF MATERIAL DAMAGE

2.1 For the purposes of this Warranty, “Material Damage” occurs if the Product suffers physical harm or deterioration that materially affects the functionality or appearance of the Product as a result of fungal decay or rot specifically caused by (i) soft-rot fungi or (ii) the fungal species *Poria placenta*, *Coniophora puteana*, *Gloeophyllum trabeum*, *Coriolus versicolor*, or *Serpula lacrymans*. “Material Damage” excludes damage from any other cause, including common surface mold, mildew, termites, beetles, or any organism, bacteria, or fungi referenced in EN 335 other than those specifically recited in the preceding sentence.

2.2 For purposes of this Warranty, “Standard Decking Use” refers to the installation and utilization of the Product as a horizontal walking surface (e.g., decks, patios, porches, or similar structures) designed for pedestrian traffic in residential or commercial environments.

3. LIMITED WARRANTY



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3.1 Producer warrants that the Product shall remain free of Material Damage for a period of ten (10) years (the “Warranty Period”), measured from the date when the Product is delivered to Purchaser (the “Delivery Date”), when used for Standard Decking Use, subject to the terms and conditions of this Warranty.

4. REMEDY

4.1 If the Product suffers Material Damage during the Warranty Period, and all other requirements of this Warranty are satisfied, Producer shall, in its sole discretion, replace or repair the Product or compensate Purchaser by cash payment (such remedies being, collectively, “Warranty Service”). Any cash compensation shall be based on the value of the original invoice for the relevant Product and the compensation shall decrease during the Warranty Period as follows:

Maximum warranty compensation % of the value of the original invoice for Product suffering material damage	Decorative end uses - years from Delivery Date
100%	0 - 2
80%	2 - 4
60%	4 - 6
40%	6 - 8
20%	8 - 10

4.2 This Warranty does not cover the costs associated with removal of damaged Product or installation or replacement of the Product or any remanufacturing costs.

5. EXCLUSIONS OF REMEDIES AND WARRANTIES

5.1 THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PRODUCER WITH RESPECT TO THE PRODUCT. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

5.2 WARRANTY SERVICE, AS DEFINED ABOVE, CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE PRODUCT OR THIS WARRANTY. EXCEPT FOR PRODUCER’S OBLIGATION TO PROVIDE WARRANTY SERVICE, PRODUCER, ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, AND LICENSORS, AND EACH OF THEIR OFFICERS, SHAREHOLDERS, MANAGERS, EMPLOYEES, AGENTS, AND DIRECTORS (COLLECTIVELY, THE “RELEASED PARTIES”) SHALL HAVE NO LIABILITY TO PURCHASER OR ANY THIRD PARTY ARISING IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT OR THIS WARRANTY, INCLUDING FOR ANY DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, STATUTORY, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, REVENUE, OR PROFITS, IN ALL CASES WHETHER DIRECT OR INDIRECT AND HOWSOEVER ARISING.



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5.3 NOTWITHSTANDING SECTIONS 5.1 AND 5.2, NOTHING IN THIS WARRANTY SHALL OPERATE TO EXCLUDE OR LIMIT ANY LIABILITY OR WARRANTY TO THE EXTENT SUCH EXCLUSION OR LIMITATION IS NOT PERMITTED BY APPLICABLE LAW. HOWEVER, ALL SUCH EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW.

6. INSTRUCTIONS FOR SEEKING WARRANTY SERVICE; CONDITIONS

6.1 WARRANTY CLAIMS ("CLAIMS") MUST BE MADE IN WRITING BY PURCHASER AND RECEIVED BY PRODUCER WITHIN FOURTEEN (14) DAYS AFTER DISCOVERY OF SUSPECTED DAMAGE, ACCOMPANIED BY A COPY OF THIS WARRANTY, COPIES OF THE RELEVANT INVOICE(S), A STATEMENT DESCRIBING THE SUSPECTED DAMAGE, AND PHOTOGRAPHS SHOWING THE SUSPECTED DAMAGE.

6.2 Producer reserves the right to inspect the suspected damage in situ prior to authorizing any Warranty Service. From the date a potential Claim is detected, Purchaser must take all reasonable steps to protect the Product from further damage.

6.3 At all times beginning on the Delivery Date, the Product must be (i) stored, installed, and used in accordance with Producer's written instructions accompanying the Product or otherwise provided to Purchaser by Producer ("Producer's Instructions") and (ii) in compliance with all applicable laws and regulations, including building codes adopted by federal, central, state or local governments, and standards of all applicable certification bodies (collectively, "Applicable Law").

6.4 Failure to comply with the terms and conditions in this Section 6 or elsewhere in this Warranty will invalidate any Claim under this Warranty.

7. EXCLUSIONS

7.1 Notwithstanding any other provision herein, Warranty Service is not available:

- a. To any party other than Purchaser.
- b. For damage resulting from any cause other than Material Damage, as defined herein.
- c. If the Product is used for any purpose other than a Decorative End Use.
- d. For damage resulting from or in any way attributable to use of the Product in a manner inconsistent with the conditions and uses specified for the Product's designated use class under EN 335, as identified in the Product documentation;
- e. For damage resulting from or in any way attributable to any contact between the Product and Linseed Oil or liquids that have a pH higher than 9;
- f. For damage resulting from or in any way attributable to contact between the Product and exterior ground and/or fresh water (use class 4 according to EN 335);
- g. If the Product is modified or treated subsequent to the Delivery Date, including by chemical treatment, without the prior written approval of Producer;



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- h. For surface or end cracks, splits, or checking, damage resulting from natural board movement (such as expansion, contraction, warping, or cupping due to changes in temperature or humidity), or any other condition or characteristic typical or inherent to wood products (such as color variations, knots, or grain patterns); or
- i. For damage resulting from or in any way attributable to:
 - i. improper or defective storage, handling, installation, or use of the Product, including any failure to adhere to Producer's Instructions;
 - ii. misuse, neglect, alteration, or abuse of the Product by Purchaser or any third party;
 - iii. installation of the Product on foundations or in environmental conditions which are not in accordance with Producer's Instructions;
 - iv. settlement or structural movement and/or movement of the structure or materials to which the Product is attached;
 - v. Errors in the design of any structure or materials to which the Product is attached;
 - vi. wind exposure exceeding the maximum designed wind loads for any structure or materials to which the Product is attached;
 - vii. excess loading (i.e., placing more weight or force on the Product than it is designed to support) or accidents;
 - viii. unauthorized modifications, ordinary wear and tear, or interference with the Product by third parties who have not been expressly authorized by the Producer;
 - ix. use of any supplies not specified in Producer's Instructions or otherwise in writing by Producer;
 - x. damage caused by pests, birds, rodents, insects, or other wild or domesticated animals; or
 - xi. acts of God, such as hurricane, tornado, hail, fire, earthquake, flood or other severe weather or natural phenomena.

8. GOVERNING LAW AND DISPUTES

This Warranty is governed by the laws of Finland. Any dispute, controversy, or claim arising out of or relating to this Warranty, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.