PRAVOL DURA-SHIELD ULTRATEX COMPOSITE DECKING

25-YEAR LIMITED RESIDENTIAL WARRANTY
10-YEAR LIMITED COMMERCIAL WARRANTY
2-YEAR LIMITED LABOR WARRANTY

THIS LIMITED WARRANTY APPLIES TO PRODUCTS INSTALLED ONLY IN UNITED STATES OF AMERICA AND CANADA. ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD “AS IS” AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty is given to the Purchaser, residential or commercial as the case may be, of Products. BuildDirect warrants to Purchaser that, the Term, under normal use from an authorized BuildDirect product distributor, that: Products will not check, split, splinter, rot, or suffer structural damage from termites or fungal decay when used in conjunction with an above ground application in a residential structure, under normal residential use and is installed and maintained according to manufacturer’s guidelines.

In this Limited Warranty certain capitalized words have specific meanings:

“Products” means the Pravol Dura-Shield Composite Deck Boards purchased from BuildDirect

“Owner” means the owner of the real estate at the time the Products are installed on that real estate. If you purchase a new residence and are the first person to occupy the residence, BuildDirect will consider you to be the Owner if the Products are installed as part of the construction of that residence.

“Purchaser” means the original purchaser of the retail purchase of the Products

“Residential Purchaser” means a single-family residential homeowner “Commercial Purchaser” means any Purchaser other than a single-family residential homeowner.

“Term” means period of twenty-five (25) years (Residential) & ten (10) years (Commercial) from date of the original purchase, residential or commercial as the case may be

Fasteners: This warranty does not extend to fasteners that are not supplied by BuildDirect. This warranty excludes rust. For best results, use only BuildDirect branded or approved surface and/or hidden fasteners listed on our website, www.builddirect.com. BuildDirect branded hidden fasteners are specifically designed to provide optimum performance when used with BuildDirect deck boards. The use of other types of fasteners may void the BuildDirect warranty if it is determined that deck board failures resulted from the use of a non-approved fastener.

Installation: This warranty does not cover costs of installation, removal, or reinstallation, including but not limited to labor and freight. BuildDirect’s sole obligation is limited to replacement of the Products, and BuildDirect shall have no further liability of obligation except as expressly stated herein. In no event will BuildDirect be liable for any incidental, special, indirect, or consequential damages resulting from any defect in the Products supplied, including but not limited to damage to property. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

Obtaining Warranty Coverage: If Purchaser discovers a defect in the Products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but no later than the end of the Term, notify BuildDirect in writing, at the following address. Immediately upon discovering any possible defect in the Products, the Owner must immediately make temporary repairs at the Owner’s expense to protect all property that could be affected. The Owner must allow BuildDirect to enter the property into which the Products are installed to inspect the possibility of a defect.
in the Products. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

BuildDirect
Ste. 2200-401 W. Georgia St
Vancouver, BC
V6B 5A1, Canada

Purchaser must include in this notification (1) proof of purchase, (2) a statement explaining the defect, (3) installer information, and (4) pictures of the defect. Pravol may request additional information. After reviewing all information, Pravol will make a determination regarding the validity of such claim. If Pravol determines that Purchaser’s claim is valid, Pravol will, at its option, either replace the defective Pravol Products or refund the portion of the purchase price paid by Purchaser for such defective Pravol Products (not including the cost of its initial installation).

If a residential Purchaser makes a valid warranty claim hereunder during years eleven (11) through twenty-five (25) after the original purchase, then the residential Purchaser’s recovery will be prorated as indicated below. If Pravol is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim; if Pravol is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

25-Year Stain Resistance Limited Warranty: The Products are also covered by a 25-Year Stain Resistance Limited Warranty. The Products are resistant to permanent staining from spills of food and beverage items include mustard, ketchup, barbecue sauce, canola oil, tea, coffee, wine, fruit punch, and sodas, so long as such substances are promptly removed from the Products in accordance with Pravol’s written care and cleaning instructions for Products and are not rubbed into the Product and the spill has not also contacted another material causing a chemical reaction. Pravol does not warrant the Products to be stain proof, and does not warranty stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly and promptly cleaned as provided in Pravol’s written care and cleaning instructions or which have been rubbed into the Products. The Limited Warranty does not cover any staining or damage to the Products caused by abrasive compounds of acidic and basic pH, mold/mildew, tobacco smoking, including, but not limited to, cigarette burns, cigarette ash, cigar burns, cigar ash, paints or stains, solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, insect repellent/insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotion.

Claims Regarding Stain Resistance: If the Owner is making a claim relating to the Limited Warranty on stain resistance, the Owner must do all the following:

(1) Attempt to clean the affected area of the Products by using the cleaning procedures described in Pravol’s written care and cleaning instructions promptly after the exposure of the food or beverage to the surface of the Products.

(2) If, after completing step one (1) above, the affected area remains reasonably visible, then the Owner must have affected area of the Products cleaned by a professional deck cleaner at the Owner’s expense within one (1) week of the exposure of the food or beverage to the surface of the Products.

(3) If, after completing steps 1 and 2 above, the affected area still remains reasonably unsatisfactory, the Owner may make a claim under this Limited Warranty as provided herein, provided that such claim is made within thirty (30) days after the professional cleaning is completed.
2-Year Limited Labor Warranty: The Products are also covered by our exclusive 2-Year Labor Warranty. If the installation of your new Products should fail with conditions set forth during the Term of the Limited Warranty. BuildDirect will pay for the labor expenses for the replacement of the defective material within a period of 2 years after the purchase date. See details below. Labor warranty will be in effect from the date of purchase as listed on the customers receipt from the original place of purchase, and will expire on the same date, 2 years later. The customer must register their warranty at our website, www.builddirect.com, within 30 days of original purchase, and include a scanned copy of the original receipt. If the customer fails to register the warranty in the timely manner stated before, the original receipt will be required as proof of purchase, at the time the claim is submitted. No claim will be considered valid without the original receipt. BuildDirect will pay a flat labor amount of seventy eight cents ($0.78) per linear foot purchased on all claims without exception. This 2-Year Labor Warranty is not transferable.

Exclusions from Warranty Coverage: Pravol does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of the Pravol Products and/or failure to abide by Pravol Products’s installation guidelines, including but not limited to improper gapping or painting; (2) use of Pravol Products beyond normal use, or in an application not recommended by the Pravol Products installation guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Pravol Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of Pravol Products; (6) normal weathering due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, flake, chalk, or accumulate dirt or stains; (7) improper handling, storage, abuse or neglect of the Pravol Products by Purchaser or third parties; (8) any fasteners not supplied by Pravol; or (9) ordinary wear and tear. (10) Staining or discoloration due to foreign substances not covered in the ‘25-Year Stain Resistance Limited Warranty’ including, but not limited to, food or beverages not promptly and properly cleaned, rubbed in food stains, stains caused by interactions with another item, such as metal furniture, stains not covered under this Limited Warranty or chemicals found in cleaners not covered under this Limited Warranty.

Limitations

This warranty is nontransferable and non-assignable. No person or entity is authorized by Pravol to make and Pravol shall not be bound by any statement or representation as to the quality or performance of Pravol Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Pravol or Purchaser.

PRAVOL’S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL PRAVOL BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. PRAVOL’S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

For more information on this product or to order samples call 1-877-631-2845 or visit our website at builddirect.com
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