

# DOUGLAS-FIR DECKING LIFETIME LIMITED WARRANTY

## Lifetime Limited Warranty Certificate Applicable to use of DURAWOOD® Douglas-fir Decking Components

Viance LLC warrants to the original owner/occupant of the real estate upon which the deck boards are installed that for the lifetime of such person the ACQ® Durawood Douglas-fir Decking used in conjunction with a residential structure will be free from such fungal decay or termite damage as would make the wood structurally unfit for decking. For the purpose of this warranty, condominiums, apartments or other multi-family dwellings are not residential structures. This warranty covers only Douglas-fir decking components, defined herein as certain portions of a deck not in soil contact, specifically the decorative above-ground posts, deck boards, railings, balusters and spindles. Structural uses including, but not limited to in-ground posts, joists, framing, beams, columns, rafters or studs are not covered by this warranty. Only Douglas-fir deck components bearing the ACQ Durawood Warranty End Tag are covered by this warranty, since only such wood has been treated by an authorized treater and is ACQ. Durawood products sold shall meet the physical standards and properties set forth in the Warranty Agreement executed between Viance and the wood treating company. Viance's only obligation under this warranty shall be to replace such quantity of ACQ Durawood Douglas-fir deck components proven to meet the aforementioned Warranty Agreement, yet has become structurally unfit for its intended purpose.

**THIS WARRANTY DOES NOT COVER ANY REMOVAL, INSTALLATION, REINSTALLATION OR FREIGHT COSTS. THIS WARRANTY DOES NOT COVER WARPING, SPLITTING, TWISTING, CHECKING, OR OTHER CHANGES IN THE SHAPE OF THE WOOD, OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN TERMITES OR DECAY. THIS WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES. VIANCE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR LIABILITY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, ARISING OUT OF THE SALE, USE OR MISUSE OF, OR THE INABILITY TO USE, ITS PRODUCTS.**

This Warranty is only valid within the states of Alaska, Arizona, California, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming. This warranty is void unless all cuts and bore holes are coated during construction with SupaTimber® II End Cut Preservative or other suitable wood preservative containing a minimum of 1% Copper Naphthenate. **This warranty is extended only to the original owner/ occupant of the real estate upon which this product is used or to the original owner of any personal property into which this product is incorporated. This warranty is not transferable to any future owner of real estate or such personal property. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL EXTEND BEYOND THE PERIOD OF THE LIFETIME WARRANTY HEREIN.**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitations of incidental damages, so the above limitations or exclusions may not apply to you. To make a claim under the terms of this warranty, notify Viance at the address below. Include a written description of the damage making the deck component structurally unfit, this certificate, an end tag from the decking and a photograph of the damage. The original owner/occupant must notify Viance within 60 days of first learning of a possible defect in the product which may lead to a claim under this warranty. The owner must give Viance this notice before Viance shall have any obligation under this warranty. **Viance LLC 200 E Woodlawn Rd Ste 350 Charlotte, NC 28217**

The owner to whom this warranty is extended must file any action against Viance to enforce this warranty within one (1) year of first discovering any defect in the product upon which such action is based, and allow Viance or its representatives to inspect the wood in its original installation. You are advised that in order to make a claim under this warranty, you must present evidence of purchase for the amount of wood claimed to have failed AND the ACQ Durawood end tag. Failure to use the product in accordance with instructions or restrictions stated on such end tag and within this document voids this warranty. The warranty gives you specific legal rights, and you also may have other rights which vary from state to state.