

Green Plank® Composite Products Commercial Limited Warranty

Green Plank AB (hereinafter "**GREENPLANK**") warrants to the original end user purchaser ("**Purchaser**", "you" or "your") that for the Warranty Period set forth below the following products ("Green Plank Product") shall, under normal and proper service conditions, remain free from material manufacturing defects and will (a) resist rot or fungal decay and (b) resist damage caused by insect or termite attacks, when properly installed, used, cared and maintained in an above-ground application and in accordance with Green Plank's written and published installation and maintenance instructions. For purposes of this Limited Warranty, (a) the "original purchaser" means the individual or individuals who were the owners of the structure when the deck constructed of the subject Green Plank Product was installed, and (b) a "commercial application" is an installation of the Green Plank Product on a commercial building.

10-year Limited Warranty

The term of this Limited Warranty ("Warranty Period") for the Green Plank Product listed below shall be ten (10) years from the date of original purchase by or for a commercial application for a commercial purchaser as long as the Purchaser owns the property upon which the Green Plank Product was installed.

Decking: SmartCap™, Smart Marine™, Marine Jumbo™

Cladding: PrimaCap™

5-year Limited Warranty

The term of this Limited Warranty ("Warranty Period") for the Green Plank Product listed below shall be five (5) years from the date of original purchase by or for a commercial application for a commercial purchaser as long as the Purchaser owns the property upon which the Green Plank Product was installed.

Decking: MarineCap™, Entra™, Marine60™

Green Plank written installation instructions are available from your Green Plank dealer or your contractor or from Green Plank at greenplank.eu or by writing to Green Plank.

If a defect occurs within the Warranty Period, the Purchaser shall notify GREENPLANK in writing and, upon confirmation by an authorized GREENPLANK representative of the defect, GREENPLANK's sole responsibility shall be, at its option, to either replace the defective item, in an amount equal to the volume (linear meter) of defective material as listed on the Prorated Warranty Schedule contained herein. Replacement Green Plank Product will be as close in color, design and quality to the original installation as reasonably possible, in GREENPLANK's discretion and determination, but GREENPLANK does not guarantee an exact match as colors and designs may change. GREENPLANK 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 (not including the cost of its initial installation).

This warranty shall not cover and GREENPLANK shall not be responsible for costs and expenses incurred with respect to the removal of defective GREENPLANK products, any freight, labor or the installation of replacement materials.

The Warranty Period shall not be extended by any such replacements but the replacement Product shall continue to be covered during the remainder of the original Warranty Period. GREENPLANK reserves the right to discontinue production of any Green Plank Product. If a Green Plank Product has been discontinued or is for some other reason no longer available, GREENPLANK reserves the right to substitute another product of comparable function and quality for such Green Plank Product. GREENPLANK 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 Green Plank Product was installed and maintained in accordance with the GREENPLANK's applicable instructions.

WARRANTY REGISTRATION

In order to validate your Warranty you must complete and mail the REGISTRATION CARD within 90 days after installation. A copy of the receipt from an authorized Green Plank AB's, Green Plank® Decking dealer or contractor and a photo of the project are required.

Mail to: Green Plank AB, Sadelgatan 9, SE-213 77 Malmö, Sweden or **eMail to:** info@GreenPlank.eu

CLAIM PROCEDURE

To make a claim under this Warranty to receive replacement product, the original owner must, within 30 days of actual constructive notice of damage covered under this warranty, prepare a letter that includes the following information:

- A list of the number of pieces and the size of each piece for which the claim is made

- Description of the claimed defect with pictures and proof of purchase, copy of the invoice, etc.
- Copy of validated Warranty Registration card [Download](#)
- Mail the above information to: Green Plank AB, Sadelgatan 9, SE-213 77 Malmö, Sweden

This Limited Warranty does not cover and GREENPLANK shall not be liable for any installation, removal or reinstallation costs. GREENPLANK does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Green Plank Product and/or failure to abide by GREENPLANK's installation guidelines, including but not limited to improper gapping, installation directly on top of or attached to a concrete slab, installation directly on the ground, installation on top of other decking, or any installation that does not provide for proper ventilation above, below, and to the side, or lack of proper slope to allow water flow away from the surface; (2) use of Green Plank Product beyond normal use, or in an application not recommended by GREENPLANK's guidelines and local building codes and including but not limited to improper structural support, fastening, ventilation or gapping; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Green Plank Product are installed; (4) defects or damages caused by accident, fire, flood, lightning, hurricane, tornado, sandstorm, earthquake or other acts of God, vandalism, misuse, abuse, harmful fumes, vapors or chemicals, settlement, structural shrinkage or distortion of the structure, environmental condition (such as air pollution, mold, mildew, etc., static electricity or any cause beyond the control of GREENPLANK), staining from substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains); (5) variations or changes in color of Green Plank Product; (6) improper handling, storage, abuse or neglect of Green Plank Product by Purchaser, or third parties; or (7) ordinary wear and tear or (8) surface damage as a result of moving/dragging heavy objects or using shovels or sharp-edged tools to remove snow and ice on the surface of the product.

GREENPLANK shall not be liable for incidental, special, consequential or other similar damages arising from the breach of this warranty. In particular, the liability of GREENPLANK, if any, and the Purchaser's sole remedy for damages for any claim of any kind whatsoever, regardless of legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product with respect to which such claim was made.

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

UNDER NO CIRCUMSTANCES WILL GREENPLANK BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND GREENPLANK'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.

Pro-rated Limited Warranty Schedule		
Recovery	5 years Commercial	10 years Commercial
	Year of claim	Year of claim
100 %	1 year	0 – 3 years
80 %	2 years	4 years
60 %	3 years	5 years
40 %	4 years	6 years
20 %	5 years	7 - 8 years
10 %	-	9 - 10 years

This warranty shall only be applicable and enforceable in the country of Purchase.

For further information, please visit www.GreenPlank.eu