

ModernView™ Composite Decking

Manufactured by A.E.R.T., Inc.

A.E.R.T., INC. TWENTY-FIVE YEAR LIMITED WARRANTY

MODERNVIEW™ COMPOSITE DECKING

LIMITED WARRANTY COVERAGE: Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.), warrants ModernView™ composite decking used in residential decking construction (the Product) for as long as the registered original consumer purchaser resides on the property on which the ModernView™ composite deck is to be installed. This warranty covers decks installed within North America and warrants the Product (i) to be free from defects in material and manufacture when used for its intended purpose and properly installed and maintained according to A.E.R.T.'s published installation instructions to (a) resist rot or fungal decay and (b) resist damage caused by insect or termite attacks.

If the Product fails to conform to this warranty, then during the first year after the Product is sold, A.E.R.T. in its sole discretion shall replace the defective Product and/or reimburse the homeowner for all or a portion of the Product at the sole discretion of A.E.R.T. based on extent of the defect, as determined by A.E.R.T. For every year after the first year, any warranty payment described above shall be reduced by 4% each year until the twenty fifth year.

A.E.R.T.'s replacement of the defective Product or granting of a refund as described above in this warranty **SHALL BE THE SOLE AND EXCLUSIVE REMEDY** for any defect described in the first paragraph of this warranty. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, LIABILITIES AND OBLIGATIONS OF A.E.R.T.**

This warranty covers ModernView™ composite decking replacement components only, and does not cover installation or replacement labor or any additional costs which might be incurred.

Registration: In order to be able to make a claim under this warranty, the original consumer purchaser must first activate this warranty within ninety (90) days of installation of the Product by filling out and mailing/emailing the A.E.R.T. ModernView™ warranty registration to Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.), 914 N. Jefferson, Springdale, AR 72764, or by contacting customer service at customerservice@aert.cc.

To whom this warranty applies: A.E.R.T. warrants the Product to the properly registered original consumer of the Product so long as the purchaser owns the residential structure or project on which the Product is installed. A.E.R.T. also warrants the Product to the first subsequent transferee of the Product if and only if: (i) the transferee also owns the residential structure on which the Product is installed; and (ii) within ninety (90) days of the transfer of the residential structure on which the Product is installed the transferee notifies A.E.R.T. of the transfer in writing at the address below and registers the new ownership with A.E.R.T. by sending A.E.R.T. a completed ModernView™ warranty registration by mail or email (this can be completed on our website www.modernviewdecking.com/warranty). **Failure to notify A.E.R.T. of the transfer and register the new ownership within ninety (90) days of the**

transfer voids the warranty. This warranty is transferable only once and only to the first subsequent transferee of the Product, subject to the terms and conditions herein.

Making a claim: The purchaser or properly registered owner must provide written notice to A.E.R.T. within thirty (30) days after discovery of any claimed defect or failure covered by this warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for A.E.R.T. to investigate the claim. Photos of the product showing the defect or failure are helpful and should accompany the notice. All claims under this warranty must be addressed to A.E.R.T. Customer Service at 1-800-729-2378. All claims must include proof of purchase, including the date and location purchased, along with the original purchase invoice to show that sufficient ModernView™ Composite Decking has been purchased to cover the material in the claim. An A.E.R.T. representative must be granted access to the Product for inspection. A.E.R.T. will not be liable for any products repaired or replaced without prior written consent from A.E.R.T. Upon receipt of a claim under this warranty, A.E.R.T. may require possession of all or a portion of the defective or damaged material prior to making a full or partial refund or providing new ModernView™ Composite Decking components.

Installation standards: The Product must be installed according to A.E.R.T.'s printed installation instructions and all building codes adopted by federal, state or local governments or government agencies and applicable to the Installation. **Failure to properly install** the product per the manufacturer's published instructions including proper gapping and spacing may affect Product performance and **voids the warranty.**

Residential only: This warranty does not apply to ModernView™ Composite Decking used in commercial or industrial structures. This is a residential warranty only. A.E.R.T. is not responsible for any misapplication of its products, intentional damage or damage caused from misuse or abuse of its products.

Oral statements: A sales representative of A.E.R.T. may have made oral statements about the product described in this warranty. Such statements are not warranties. **THIS WRITING EMBODIES THE ENTIRE TWENTY FIVE YEAR LIMITED WARRANTY OF MODERNVIEW™ COMPOSITE DECKING AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND REMEDIES UNDER THIS LIMITED WARRANTY ISSUED FOR MODERNVIEW™ COMPOSITE DECKING. A.E.R.T. SHALL NOT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE PERFORMANCE OR WEATHERABILITY OF MODERNVIEW™ COMPOSITE DECKING PRODUCTS, UNLESS ACCOMPANIED BY A SIGNED WRITTEN DOCUMENT FROM AN OFFICER OF A.E.R.T.**

The purchaser or owner is solely responsible for determining the suitability of ModernView™ composite decking for its intended application, including whether the product conforms to applicable building codes or safety regulations in a particular area.

SPECIFIC EXCLUSIONS: In addition to conditions and exclusions set forth elsewhere in this document, this warranty does not cover damage or defects resulting from or in any way attributable to: (a) the improper storage, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in this warranty) or

improper installation of joists or other accessories, improper gapping and spacing including, butting boards tightly together; (b) neglect; (c) abuse; (d) misuse; (e) repair or alteration; (f) settlement or shifting of the ground, foundation and/or structural movement and/or movement of materials to which the Product is attached; (g) incorrect design of the structure; (h) exceeding the maximum designed live loads; (i) acts of God including, but not limited to, hurricane, tornado, flood, hail, earthquake, or other severe weather or natural phenomena; (j) efflorescence or performance of paint/coatings applied to the Product at any time, or lack thereof; (k) variations or changes in color, including fading; (l) environmental conditions such as mold or mildew on decking surface; (m) lack of proper cleaning; (n) staining from oil, grease, dirt (or other external substance); (o) environmental hazards or conditions; (p) any cause other than manufacturing defects attributable to A.E.R.T.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES: IN NO EVENT WILL A.E.R.T. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

MODIFICATION AND ALTERATION OF PRODUCT: A.E.R.T. shall have no responsibility hereunder for Product subjected to further processing or alteration after shipment other than ordinary filling by the installer.

SETTLEMENT OF CLAIM: Acceptance of any refund or material replacement by A.E.R.T. pursuant to this warranty shall constitute a settlement and release of all claims held by any covered person hereunder for damages or other relief.

MODIFICATION OR DISCONTINUATION OF PRODUCTS: A.E.R.T. reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

OTHER RIGHTS: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. 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.

Information regarding this warranty may be obtained by calling 866-729-2378

Please refer to customer information bulletin for proper installation information.

Advanced Environmental Recycling Technologies, Inc. (A.E.R.T.)

914 N. Jefferson · Springdale, AR 72764