



## LIMITED WARRANTY

Subject to the terms and conditions of this Limited Lifetime Product Warranty, N.E.W. PLASTICS CORP., through its RENEW PLASTICS division (hereinafter "Manufacturer") warrants to the original purchaser only ("Purchaser") of Evolve® products that, from the date of purchase from an Evolve® distributor authorized by Manufacturer, Evolve® products used for their intended purposes in non-commercial, non-industrial applications will not splinter, or suffer structural damage from termites, dry rot, fungi, or bacterial decay under normal consumer use and conditions.

If Evolve® products are found to be defective, Manufacturer, at its option, will (a) promptly repair or replace the defective Evolve® products, or (b) refund the Purchaser's purchase price. Refunds, if any, shall apply only to that portion of products actually determined to be defective, regardless of the aggregate amount of products purchased. In no event shall Manufacturer be responsible for costs and expenses incurred for labor, removal, installation, re-installation, storage, freight or any other charge incurred by Purchaser related to defective product.

To make a claim under this Limited Lifetime Product Warranty, Manufacturer must receive from Purchaser, within the warranty period (i) written proof of purchase, (ii) a photograph of the Evolve® products claimed to be defective, and (iii) a written description of the claimed defect(s). Purchaser must send the warranty claim to the following address within 30 days after discovering the claimed defect, and prior to beginning any repair or alteration to the Evolve® products. Manufacturer shall have 30 days following receipt of any warranty claim to investigate defects claimed in Evolve® products, and Purchaser shall give Manufacturer (or its agents) reasonable access to the property and/or the structures incorporating Evolve® products for inspection purposes. Manufacturer's address for warranty claims is: Evolve® Warranty Services, RENEW PLASTICS, P.O. Box 480, Luxemburg, WI 54217-0480.

## LIMITATIONS AND EXCLUSIONS

**MANUFACTURER DOES NOT WARRANT OR GUARANTEE, AND PURCHASER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING (I) THE SUITABILITY OF USING EVOLVE® PRODUCTS IN ANY PARTICULAR APPLICATION OR DESIGN, AND (II) THE STRUCTURAL INTEGRITY AND SAFETY OF ALL STRUCTURES OF ANY KIND WHATSOEVER CONSTRUCTED (IN WHOLE OR IN PART) USING EVOLVE® PRODUCTS. PURCHASER SHOULD CONSULT MANUFACTURER'S PRODUCT SPECIFICATIONS, AN ARCHITECT, ENGINEER OR OTHER DESIGN PROFESSIONAL AND/OR LOCAL BUILDING AND SAFETY CODE REGULATIONS REGARDING ALL APPLICATIONS OF EVOLVE® PRODUCTS.**

**MANUFACTURER'S LIMITED LIFETIME PRODUCT WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND ARE OFFERED BY MANUFACTURER IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND/OR REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE UNDER THE UNIFORM COMMERCIAL CODE, OR OTHER WARRANTIES OR GUARANTEES ARISING BY OPERATION OF LAW, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

**IN NO EVENT SHALL MANUFACTURER BE LIABLE TO PURCHASER OR THIRD PARTIES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES.**

Manufacturer does not warrant, guarantee or provide any remedy for, and this Limited Lifetime Product Warranty shall be void and of no effect regarding, damage(s) caused by: (i) improper storage or handling, improper installation and/or failure to follow Manufacturer's written installation guidelines in effect at the time of purchase, or changes to the structure after original installation, including, but not limited to movement or failure of the structure on which Evolve® products are attached; (ii) acts of God, including without limitation, fire, flooding, hurricane, tornado, earthquake, or any other similar natural cause beyond the direct control of the Manufacturer; (iii) color variations or changes; or (iv) transportation of Evolve® products prior to use.

This Limited Lifetime Product Warranty may not be modified except in a written instrument signed by an officer of the Manufacturer. Manufacturer shall not be bound by, and Purchaser shall not rely upon, representations made by individuals or agents of Manufacturer (including without limitation authorized distributors of Evolve® products) in regard to Evolve® products, except as contained in this Limited Lifetime Product Warranty. This Limited Lifetime Product Warranty is only valid in the United States of America. This Limited Lifetime Product Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states' laws do not allow the limitation/exclusion of incidental or consequential charges, or otherwise restrict the limitations contained herein, so some of the exclusions above may not apply to you.

This Limited Lifetime Product Warranty is effective for all Evolve® products sold on or after September 1, 2006.