

DURADEK™ "ULTRA NON-WOVEN BACKED" 10 YEAR MEMBRANE WARRANTY

Duradek ("Duradek" used herein shall refer to both Duradek Canada Ltd. and Duradek US Inc.) guarantees to repair or replace any portion of the Duradek "Ultra Non-Woven Backed" 60 mil vinyl decking membrane, which leaks as a result of a manufacturing defect in the product within 10 (ten) years from the date of its installation.

TERMS, CONDITIONS & LIMITATIONS

1. The Duradek System must be installed by an approved Duradek Applying Contractor following currently approved installation methods.
2. The Owner (Owner refers to the legal owner of the property through the duration of the warranty period) shall notify Duradek and the Applying Contractor in writing of the need for any repairs covered herein promptly upon discovery and said repairs shall be commenced within a reasonable period of time after receipt of the said notice from Owner.
3. If there is a failure of the Duradek membrane within the scope of this warranty, Duradek agrees to repair or replace, at its option, the affected portion of the Duradek membrane with the same (or similar) color, design or grade of material. Duradek shall under no circumstance be liable for damage to the building or the contents of the building arising out of contract, tort or other action. No implied warranties extend beyond the term of this written warranty. No representative has authority to make any representations other than those stated herein.
4. To the extent allowed by the laws of each State or Province, the remedies provided under this warranty state the limit of Duradek's responsibility.
5. This warranty shall not be applicable to damage or loss caused in whole or in part by:
 - a. natural disasters, including but not limited to lightning, wind, hail, floods, earthquakes;
 - b. acts of vandalism, terrorism, negligence, misuse, abnormal usage or abuse;
 - c. repairs or alterations to the deck without written approval;
 - d. settling, warping, or the failure of the structure to which the Duradek System is attached;
 - e. problems arising from improper preparation of the substructure or the materials used in the construction of such surface;
 - f. infiltration or condensation or moisture in, through, around, or above the walls of the building;
 - g. failure of materials not furnished by Duradek;
 - h. ponding water caused by inadequate slope, improperly positioned drains or settling of the building;
 - i. failure of the structure to prevent ingress of wind, vapour diffusion or precipitation into the system;
 - j. growth of mold, fungus or spreading of bacteria.
6. Duradek warrants the surface appearance of the membrane for 1 (one) year. Should the deck membrane, when installed and maintained in accordance with Duradek's recommendations demonstrate excessive blotchiness, loss of pattern, or other aesthetic shortcoming over and above what would be considered its natural aging process, but not including dirt or any foreign material staining or being ground into the surface, Duradek will replace or re-coat the affected area.
7. This warranty does not cover membrane appearance problems such as fading or discoloration resulting from but not limited to: lack of adequate protection of the surface during construction or remodeling; weathering; pedestrian traffic; misuse; neglect; hydrostatic pressure; fungus or bacterial growth; biodegradable matter; incompatible materials; problems due to inadequate slope of the surface, improperly positioned drains, or building settling which results in ponding water; or nails, screws or substrate seams or cracks which become visible.
8. The following items, including but not limited to, are not the responsibility of Duradek or the Applying Contractor during the repair or re-coating process;
 - a. removal and replacement of siding, stucco, railings, hot tubs, planters, furniture, carpeting or any other materials either permanently or temporarily attached to the decking.
 - b. cleaning the deck; replacement of the vinyl or re-coating may require the application of a sealer. It is the responsibility of the owner to provide a clean surface for maximum adhesion of the new surface.
 - c. color matching of the membrane.
9. For all products used in conjunction with Duradek membranes and not supplied by Duradek, the responsibility for compatibility, performance guarantees and/or warranties rest solely with their manufacturer, and not with Duradek.
10. Duradek Systems may require a sealant (caulking) in a number of areas. This sealant is subject to annual inspection and maintenance by the building owners. Neither Duradek nor the Applying Contractor are responsible for damages which are a result of the failure of the sealant, after the first complete year from the date of installation.
11. Duradek and the Applying Contractor reserve the right to suspend their obligations under this warranty if all bills for installation supplies and services have not been paid in full. Proof of purchase and payment must be presented to obtain warranty coverage.
12. The warranty is offered by both Duradek and the Applying Contractor. Duradek is responsible for any materials related problems. The undersigned Applying Contractor is responsible for the workmanship and will facilitate any necessary repairs.
13. The Applying Contractor guarantees that the work has been performed in accordance with the most current standards and specifications set out by Duradek and is responsible for any workmanship related problems for a period of _____ years. The Applying Contractor may offer an additional written warranty stating the scope of their responsibility.

Applying Company		Applying Company's Telephone	
Applying Company's Address		Date of Installation	
Building Owner's Name & Address			
Building Address (if different than above)		Signature - Applying Company Rep.	Date