

XCCENT, INC.
25 YEAR LIMITED WARRANTY
FOR DECKING, RAILING AND FRAMING PRODUCTS
NON-PRORATED NON TRANSFERABLE LIMITED WARRANTY

Limited Warranty. Xccent, Inc. (“Xccent”) warrants to the original homeowner purchaser (“Purchaser”) that subject to the terms and conditions herein contained, Xccent Decking and Railing (“Products”) are and will be free from defects in materials and workmanship that result in warping, rotting, corrosion, flaking, peeling, blistering, splintering, checking, termite damage or abnormal discoloration of surfaces. This limited warranty is applicable for 25 years and applies only to the original homeowner Purchaser of the Products while living if the Products are used in non-commercial, residential applications, and are subject only to normal wear and tear. All failures covered by this limited warranty will be repaired, replaced, restored or refunded by Xccent at its option in accordance with the terms and conditions of this limited warranty. Xccent may at its option refund the original purchase price of the Products paid by Purchaser in lieu of any other obligation under its limited warranty. By acceptance and use of the Products, the homeowner purchaser agrees to this limited warranty.

Coverage Exclusions. This limited warranty does not cover (1) color changes due to normal weathering caused by light, temperature or atmosphere which would typically cause any colored or painted surface to fade, darken, chalk, or accumulate dirt or stains, (2) failure, defects or damage due to misuse, abuse, negligence, impact of foreign objects, hail, tornado, hurricane, violent storm, flood, fire, pollutants, chemicals, paint, acts of God, faulty or improper installation, (3) installations using structural parts and components not supplied by Xccent, (4) installations upon property owned by business entities of any type, trusts, or estates, non-profit or government institutions, and apartment buildings, (5) damage incurred during original delivery, or (6) failure to comply with local building codes.

Costs Excluded. This limited warranty does not cover the costs of (1) installation, (2) removal, (3) reinstallation, (4) disassembly, (5) labor, (6) freight, (7) inconvenience, (8) loss of time, or (9) lost profits.

Warranty Claims. The owner must give prompt notice of any defects to obtain warranty service. Notice should be sent to Xccent within one year of discovery in order to register the claim with a customer care representative. Xccent will require proof of purchase, serial number if applicable, and a photograph of the defect part(s) if requested. In order to insure warranty coverage the Products must be registered within 60 days of purchase by calling 1-800-933-4748, mailing the completed Product warranty or registering online at www.xccent.biz Xccent, may in good faith as part of the warranty investigation require Purchaser to return the Products in question which return will be at Purchaser’s expense. If Product covered by this limited warranty is unavailable, Xccent reserves the right to substitute a Product of equal quality according to Xccent’s sole discretion or to refund the portion of the original price attributable to the defective part.

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE OF TRADE OR ADVERTISING. XCCENT SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS WRITTEN OR ORAL OR IMPLIED WARRANTY ON PRODUCTS.

Limitations. Some jurisdictions do not allow limitations on how long an implied warranty may last, nor do they permit the exclusion or limitation of incidental or consequential damages. Accordingly some or all of the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, all of which may vary from jurisdiction to jurisdiction.