



# WARRANTY & LIABILITY

THIS LIMITED WARRANTY IS MADE AND GIVEN BY ANJI ZHENGYUAN WPC DECORATION MATERIAL CO., LTD. (HEREAFTER IS REFERRED AS ANJI ZHENGYUAN)

THIS LIMITED WARRANTY APPLIES TO PRODUCTS PRODUCED ONLY BY ANJI ZHENGYUAN. THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY ANJI ZHENGYUAN TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY ANJI ZHENGYUAN ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR ANJI ZHENGYUAN PRODUCT. THE LIMITED WARRANTY PROVIDED BY ANJI ZHENGYUAN CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE ANJI ZHENGYUAN PRODUCT. THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF ANJI ZHENGYUAN. THE PURCHASE AND/OR USE OF ANY ANJI ZHENGYUAN PRODUCT CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

## 1. THE LIMITED WARRANTY

1.1 ANJI ZHENGYUAN warrants to the original purchaser of the ANJI ZHENGYUAN products noted below that, for the specified Warranty Period, such products shall, (i) under normal and proper service conditions, (ii) when installed in accordance with ANJI ZHENGYUAN's written instructions and (iii) when used and maintained in an above-ground application, remain free from material manufacturing defects and will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay. For purposes of the Limited Warranty, the 'original purchaser' means the companies or individuals who sign the sales contract (or equivalent proforma invoice) with ANJI ZHENGYUAN

1.2 The terms of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Wall Cladding (Siding) shall be Ten (10) years from the date of original purchase.

1.3 The terms of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Louver (Partition/ Screen) and Fencing shall be Five (5) years from the date of original purchase.

1.4 The term of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Classic (1<sup>st</sup> generation) Rectangular/ Square hollow composite Decking shall be Five (5) years from the date of original purchase. The term of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN classic (1<sup>st</sup> generation) Circular hollow composite Decking shall be Ten (10) years from the date of original purchase.

1.5 The term of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Classic (1<sup>st</sup> generation) solid composite Decking shall be fifteen (15) years from the date of original purchase.

1.6 The term of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Co-extrusion (2<sup>nd</sup> generation) composite Decking shall be twenty five (25) years from the date of original purchase.

1.7 The term of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Super (3<sup>rd</sup> generation) composite Decking shall be thirty (30) years from the date of original purchase.

1.8 The terms of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Composite Deck Tile (Hollow profile/ M shape) shall be Three (3) years from the date of original purchase. The terms of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Composite Deck Tile (Solid profile) shall be Five (5) years from the date of original purchase.

1.9 The terms of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Classic (1<sup>st</sup> generation) Composite Railing shall be five (5) years from the date of original purchase. The terms of the Limited Warranty ("Warranty Period") for the ANJI ZHENGYUAN Co-extrusion (2<sup>nd</sup> generation) Composite Railing shall be Ten (10) years from the date of original purchase.

### Limited Warranty Period (Year)

Wall cladding (Siding)	Louver (Partition/ Screen)	Fencing	Railing			
10	5	5	Classic (1 <sup>st</sup> generation)	5	Co-extrusion (2 <sup>nd</sup> generation)	10
Composite Deck Tile (Hollow profile/ M shape)		3	Composite Deck Tile (Solid profile)		5	
Decking						
Classic (1 <sup>st</sup> generation) Rectangular/ Square hollow	Classic (1 <sup>st</sup> generation) Circular hollow	Classic (1 <sup>st</sup> generation) solid	Co-extrusion (2 <sup>nd</sup> generation)		Super (3 <sup>rd</sup> generation)	
5	10	15	25		30	

1.10 The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) ANJI ZHENGYUAN makes for the above described ANJI ZHENGYUAN products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to a ANJI ZHENGYUAN dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. ANJI ZHENGYUAN makes no other representation, guarantee or warranty regarding any ANJI ZHENGYUAN product. No one is authorized to make any representation, guarantee or warranty on ANJI ZHENGYUAN's behalf, and ANJI ZHENGYUAN shall not be bound by or liable for, any representation, guarantee, warranty, or condition



with regard to any ANJI ZHENGYUAN Product other than as expressly stated in this Limited Warranty. THIS LIMITED WARRANTY COMPRISES ANJI ZHENGYUAN'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH ANJI ZHENGYUAN PRODUCTS. ANJI ZHENGYUAN DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. ANJI ZHENGYUAN EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL ANJI ZHENGYUAN BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH EXCEED THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

## 2. ANJI ZHENGYUAN CLAIM PROCEDURE

2.1 In order to proceed with a warranty claim against ANJI ZHENGYUAN, the Purchaser must send ANJI ZHENGYUAN a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming ANJI ZHENGYUAN product. Purchaser's original proof of purchase must be from an ANJI ZHENGYUAN's sales representative. The proof of purchase also shows (1) the date of the original purchase and (2) that sufficient ANJI ZHENGYUAN products have been purchased to cover the quantity of the goods claimed damaged. All warranty claims must be received by ANJI ZHENGYUAN within the applicable Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the ANJI ZHENGYUAN product.

2.2 Upon discovering a possible defect of any ANJI ZHENGYUAN product, in case of on site inspection, Purchaser shall, at Purchaser's sole expense, cordon off the area in order to fully protect all property and persons that could be affected. Upon the written request of ANJI ZHENGYUAN, the Purchaser must allow a ANJI ZHENGYUAN representative to enter upon Purchaser's property to inspect the alleged nonconforming product. Purchaser is not authorized to make any permanent repairs or remove any of the ANJI ZHENGYUAN products prior to ANJI ZHENGYUAN having completed its claim investigation and, should Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty provided by ANJI ZHENGYUAN. No ANJI ZHENGYUAN products shall be returned to ANJI ZHENGYUAN unless directed and authorized by ANJI ZHENGYUAN in writing to do so. Any removal or disposal of defective ANJI ZHENGYUAN products shall be at Purchaser's sole cost and expense.

## 3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

3.1 Purchaser's sole remedy, and ANJI ZHENGYUAN's sole liability to Purchaser, for (i) any claim whatsoever relating to the ANJI ZHENGYUAN product, (ii) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of ANJI ZHENGYUAN products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (iii) any claims that the ANJI ZHENGYUAN products failed to perform as warranted above, is and shall be limited to ANJI ZHENGYUAN's replacement of the defective ANJI ZHENGYUAN product. ANJI ZHENGYUAN shall not be responsible for the costs associated with the installation of the replacement ANJI ZHENGYUAN product or the disposal of the defective ANJI ZHENGYUAN product.

3.2 ANJI ZHENGYUAN's obligation to provide replacement product shall only be in an amount equal to the volume of defective material as listed on the Prorated Warranty Schedule contained herein. ANJI ZHENGYUAN's replacement obligation allows ANJI ZHENGYUAN to provide products as close in colour, design and quality to the original installation as reasonably possible, in ANJI ZHENGYUAN's discretion and determination. Purchaser acknowledges that ANJI ZHENGYUAN does not guarantee an exact match as colors and designs may change. In ANJI ZHENGYUAN's sole and absolute discretion, ANJI ZHENGYUAN may, at its option, select to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

**Prorated Limited Warranty Schedule**

Recovery	3-Yr Commercial	5-Yr Commercial	10-Yr Commercial	15-Yr Commercial	25-Yr Commercial	30-Yr Commercial
	Year of Claim	Year of Claim	Year of Claim	Year of Claim	Year of Claim	Year of Claim
100%	0-1 years	0-1 years	0-2 years	0-7 years	0-10 years	0-15 years
80%	2 years	2 years	2-3 years	8-9 years	11-13 years	16-18 years
60%	3 years	3 years	4-5 years	10-11 years	14-16 years	19-21 years
40%	—	4 years	6-7 years	12-13 years	17-19 years	22-24 years
20%	—	5 years	8-9 years	14 years	20-22 years	25-27 years
10%	—	—	10 years	15 years	23-25 years	28-30 years



3.3 All warranties provided by ANJI ZHENGYUAN, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: (i) the ANJI ZHENGYUAN product is not installed, maintained and/or used strictly in accordance with ANJI ZHENGYUAN's written instructions, (ii) the ANJI ZHENGYUAN product is not installed in accordance with all applicable laws, codes and regulations; (iii) the intentional or unintentional misuse of the ANJI ZHENGYUAN product, whether foreseeable or unforeseeable; (iv) the failure of Purchaser to properly and/or timely maintain or repair the ANJI ZHENGYUAN product; (v) the failure by Purchaser to provide timely notice to ANJI ZHENGYUAN of any failure or defect of the ANJI ZHENGYUAN product.

#### 4. LIABILITY WAIVER

- 4.1. - we shall be under no liability in respect of any defect in the products arising from any drawing, design or specification supplied by the purchaser;
- 4.2. - we shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse, undue care taken when unloading and storing or alteration or repair of the products without our approval;
- 4.3. - the above warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as we are given by the manufacturer.
- 4.4. - we shall be entitled to claim reasonable tolerances in respect of the products and reserve the right to make adaptations to goods supplied by us due to technical developments. We give no condition or warranty that the products are fit for any particular purpose for which the customer may require them.
- 4.5. - we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) for any installation, repair, re-installation, removal or labor cost arising from a fault with the product;
- 4.6. - We do not warranty against and are not responsible for any warranty claim caused by:
- 4.6.1 Improper installation and/or failure to abide by any installation guidelines recommended by us;
- 4.6.2 Movement, distortion, settling or collapse of the ground or supporting structure upon which the decking is installed;
- 4.6.3 Variations or changes in the color of the product from board to board at the time of purchase and/or over time once the product has been installed;
- 4.6.4 Faults due to improper handling or storage of the product;
- 4.7. - Where any valid claim in respect of any of the products which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to us in accordance with these Conditions, we shall be entitled to replace the products (or the part in question) free of charge or, at our sole discretion, refund you the price of the products (or a proportionate part of the price), and we shall have no further liability to you.
- 4.8. - We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the products, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:
- 4.8.1 The act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm;
- 4.8.2. The acts, restrictions, regulations, of any kind on the part of any governmental, parliamentary or local authority;
- 4.8.3. The difficulty or increased expense in obtaining labor, materials or transport, or other circumstances affecting the supply of goods or of raw materials by our normal course of supply, or the manufacture of the products by our normal means, or the delivery of the products by our normal route or means of delivery.

#### 5. Laws & Interpretation

- 5.1 Chinese Law shall exclusively govern All content in this Warranty& Liability regardless of conflict of law principles.
- 5.2 ANJI ZHENGYUAN WPC DECORATION MATERIAL CO., LTD reserves the right of final interpretation of this Warranty& Liability.

