

Warranty

READ THESE WARRANTY TERMS CAREFULLY BEFORE INSTALLING OR USING THE RAINESCAPE DECK DRAINAGE SYSTEM. YOUR INSTALLATION AND USE OF THE SYSTEM OR ANY OF ITS COMPONENTS INDICATES THAT YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS WARRANTY, RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

1. Warranty

Dri-Deck Enterprises, LLC (Dri-Deck) warrants that at the time of sale the components of the RainEscape Deck drainage system (the "System") will be free from defects in material and manufacture and will conform to Dri-Deck's specifications for the components. Dri-Deck further warrants that for a period of twenty years after sale the System will not leak, PROVIDED THAT it is installed and maintained in accordance With Dri-Deck's instructions and is not subjected to (a) alteration or unauthorized repairs, (b) misuse or abuse, such as by puncturing, cutting, burning, melting and the like, (c) Acts of God (including without limitation hurricanes, tornadoes, floods, earthquakes, or Other sever weather or natural phenomena), or (d) improper storage or handling or other treatment or installations for which it was not intended. This warranty extends only to The first owner ("the Owner") of the structure on which the system is installed who uses The structure for its intended purpose—whether residential or commercial.

2. DISCLAIMER OF OTHER WARRANTIES

The preceding warranties are the exclusive and sole express warranties given by Dri-Deck. They supersede any prior, contrary or additional representations, whether oral or Written. DRI-DECK HEREBY DISCLAIMS AND EXCLUDES ALL OR THE WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY-INCLUDING ANY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, except that for System components purchased Directly by a consumer, any implied warranties are limited in duration to the term of Express warranties provided above. Some states do not allow limitations on how long an implied warranty lasts, so the above Limitation may not apply to you.

3. EXCLUSIVE REMEDY FOR ANY NONCONFORMITIES

If during the applicable Warranty Period, the System or its components do not conform to the preceding Warranties, the Owner shall notify Dri-Deck as provided below, and with In a reasonable time Dri-Deck will provide, at its option, one of the following: (1) replacement components for any nonconforming or defective components or (2) the percentage of the purchase price for the non-conforming System components equal to the percentage of the Warranty Period remaining when Dri-Deck is notified of the nonconformity. Dri-Deck will not be liable for, labor, costs of removal or reinstallation of components, disposal, freight, taxes, or other incidental charges. THESE REMEDIES ARE THE EXCLUSIVE AND SOLE REMEDIES FOR ANY BREACH OF WARRANTY. For any breach of warranty, the Owner must notify Dri-Deck in writing at the address in Section 7 within thirty (30) days after discovering the nonconformity. The notice must describe the location and nature of the nonconformity. The Owner must give Dri-deck a reasonable opportunity to examine the claimed nonconformity before undertaking any repairs, removal or replacement. The Owner must present the original invoice, bill, or other proof of date of purchase. Compliance with the requirements of this paragraph is a condition to coverage under the Warranty: if these requirements are not complied with Dri-Deck will have no obligation to provide any remedy for any breach of warranty.

4. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL DRI-DECK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM DRI-DECK OWN NEGLIGENCE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

5. APPLICABLE LAW

This Warranty will be interpreted, construed, and enforced in all respects in accordance with the Laws of the State of Colorado , without reference to its choice of law rules. The U.N. Convention on Contracts for International Sale of Goods will not apply to this warranty.

6. SEVERABILITY

If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall have full force and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the agreement.

7. ADDRESS FOR NOTICES TO DRI-DECK

Dri-Deck LLC

19998 N. Crescent Way

Surprise, Arizona 85374