



DECKING PRODUCT WARRANTY

Application

This warranty is effective for all Saroyan Hardwoods wood decking products covering all widths, thicknesses, species, and formats. **Our warranty extends only to the original purchaser of the decking product and may be passed on only to the first licensed and insured installer, and/or the first end purchaser/user, and not to any subsequent purchasers of homes or other locations where the decking is installed.** All Saroyan Hardwoods decking products are covered under this warranty for 10 years to the original purchaser. The warranty is subject to the limitations and exclusions set forth herein and is the exclusive warranty as to the decking purchased and contains the exclusive remedies that will be provided for breach of any warranties whether expressed or implied. No other warranty or warranties not expressly made or confirmed in writing by Saroyan Hardwoods shall be binding on Saroyan Hardwoods.

Our warranty only applies if the decking receives regular and preventative maintenance, and the decking is installed by a licensed and insured contractor. Care should be taken to select a decking product that will work in the environment in which it is to be installed and used. If there are questions regarding product selection, please consult a wood decking professional.

Manufacturing, Structural & Performance Warranty

Saroyan Hardwoods warrants (only to the original purchaser) that the decking shall be free of any material and manufacturing defects that are caused by improper milling, grading, and dimensions for a period beginning on the date of purchase by the original purchaser (the “Purchase Date”) and ending on the earlier of (a) one year from the Purchase Date, and (b) the date on which the decking is installed (the “Installation Date”). A manufacturing error that does not exceed 5% of the total pieces in the shipment is not considered a manufacturing defect. Any question concerning the acceptability of the milling of this product or the correction of this product for a particular application must be addressed before installation or enhancement of this product from additional manufacturing or treatment.

Under normal traffic and usage conditions, the decking will not split, check, splinter, rot, or suffer structural damage from termites or fungal decay for a period beginning on the Purchase Date and ending on the earlier of (a) 10 years from the Purchase Date, and (b) the date on which the original owner sells the Residential Property upon which the decking is installed.

The decking shall resist permanent staining from spills of basic food and beverage items as long as the substances are removed from the decking (per the “Maintenance Guide”) within 24 hours of the substance coming in contact with the decking, are not rubbed into the decking, and the spill has not also contacted another material causing a chemical reaction. Saroyan Hardwoods does not warrant that the decking will be stain-proof.



For decking products, Saroyan Hardwoods warrants color match to Saroyan Hardwoods approved physical product samples (or physical sample boards) used by the purchaser to make the decking purchase. While website photos are informative in choosing color and grain pattern, they are intended to only be directional in decision-making (no color claims can be made to the website (or other) photos). Installation of decking planks indicates acceptance of color, grade, milling, and dimensional attributes.

Saroyan Hardwoods includes fumigation as part of its decking products manufacturing process as a preventative measure against insect infestation. The fumigation is performed in Huntington Park, California, by a State licensed processor in accordance with California and US environmental standards and guidelines. Therefore, Saroyan Hardwoods further guarantees that its manufactured products are free of insect infestation when delivered to the original owner's facility or location. If evidence of an insect infestation appears within one year of delivery to the original owner, Saroyan Hardwoods, at its sole discretion, will treat the affected boards or provide like replacements. Saroyan Hardwoods reserves the right to contract with an expert to inspect the claimed material. If the damage was a result of infestation from site conditions, Saroyan Hardwoods would not be responsible for repair or replacement.

Saroyan Hardwoods decking products will experience minor contraction and expansion from seasonal changes in most temperate climates. Dimensional changes in the product due to the natural properties of the wood will not be covered by the warranty. These occurrences or visual changes in the decking will frequently self-correct with seasonal climate changes. Saroyan Hardwoods will not replace decking due to these natural changes caused by normal environmental conditions.

Warranty Exclusions

In addition to specific exclusions included in the Manufacturing, Structural & Performance Warranty section, the Saroyan Hardwoods decking warranty does not cover any damage, warping, splits, cracks, chipping, or any other defect to the decking caused by (not limited to):

- Ordinary wear
- High-heeled and spiked shoes
- Excessive, concentrated point loads such as heavy furniture
- Negligence
- Misuse
- Staining or damage caused by abrasive compounds of acidic and basic pH
- Mold and mildew
- Tobacco smoking (including cigarette burns, cigarette ash, cigar burns, and cigar ash)
- Non-food and non-beverage substances including, but not limited to, biocides, fungicides and insect repellants/insecticides, plant foods or bactericides, motor oil, paints or stains, solvents, dirt, grease, oil, metallic rust, lotions, or other abnormal residential deck use items
- Color change from sunlight and oxidation
- Improper installation and gapping



- Warping or fading due to exposure to extreme heat sources including, but not limited to, fire or reflected sunlight from low-emissivity (Low-E) glass
- Poor workmanship during installation
- Fasteners other than those required for installation
- Improper maintenance practices or products
- Alterations to the original product
- Settlement or structural movement and/or movement of materials to which decking is attached
- Incorrect structural design and exceedance of maximum load capacity
- Events beyond human control (natural disasters)

Available Remedies

If your decking fails to perform under this warranty, Saroyan Hardwoods will decide what portion of the decking is defective and determine the cause of the problem. Saroyan Hardwoods will then, at its option, provide a replacement product.

Warranty Limits

Any attempt to replace or repair decking prior to Saroyan Hardwoods inspection and authorized repair actions will void this warranty. No distributor, agent, dealer, salesperson, installer, or Saroyan Hardwoods sales representative is authorized to change or increase the terms of coverage of this warranty.

This warranty is in lieu of all other representation, collateral agreements, conditions, or warranties of any kind, whether expressed or implies, including without limitation any condition or warranty as to merchantability, fitness for a particular purpose, durability, quality, condition, suitability or any condition or warranty arising by statute or otherwise in law or equity or from a course of dealing or usage of trade. There are no warranties which extend beyond the face hereof.

Damage Limits

Under no circumstances shall Saroyan Hardwoods or its suppliers be liable for any direct, punitive, indirect, commercial, economic, incidental, consequential, or special damages resulting from the use or loss of use or the performance or non-performance of Saroyan Hardwoods decking or from a breach of this warranty, whether such liability is asserted on the basis of contract, tort or otherwise. Saroyan Hardwoods total liability under this warranty will not exceed the total price paid by the original purchaser for the decking.

Additional Terms

Certain conditions, limitations, and exclusions set out in this warranty are not permitted or effective in some states. Some of the conditions, limitations, and exclusions may not apply in your state. This warranty gives you specific legal rights and you may also have other legal rights



which vary from state to state. This manufacturer warranty replaces any legal warranty otherwise applicable within the limits permitted by law. Any and all complaints, proceedings, or legal actions related to the interpretation or enforcement of this warranty shall be governed by, and construed and enforced in accordance with, the laws of the State of California, and any lawsuits or other legal actions or proceedings must be commenced and conducted in the County of Los Angeles, California.

California Law; Arbitration

This Agreement shall be governed and construed under the applicable laws of the State of California. The parties hereto agree that any claim, including claims alleging breach of this warranty, or arising out of or related to the product covered by this warranty, shall be resolved finally through binding arbitration before a neutral, mutually-selected arbitrator, and conducted in the County of Los Angeles, pursuant to the procedural rules of either the American Arbitration Association or JAMS/Endispute. The prevailing party in any such dispute shall be entitled to an award of fees and costs, including attorneys' fees, as well as all other available forms of relief or damages.