

# ORIGINAL OWNER'S RESYSTA PRODUCT LIMITED WARRANTY



Resysta products are warranted by the manufacturer, Resysta North America, Inc. (Resysta), that these products will be free from defects in materials and manufacturing workmanship for 25 years (residential) or 15 years (commercial) from the original owner of the property on which the products were originally installed. Resysta warrants the products shall be free from defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur during the warranty period and (3) have structural damage or fungal decay. If any product is determined by Resysta to be defective, Resysta will, at its sole option, repair or replace the product or refund the purchase price in accordance with the claims and provisions set forth below. In the event of repair or replacement of a defective product, the warranty shall apply to the repaired or replaced product for the balance of the warranty period.

This warranty is made exclusively to the named property owner who is the original purchaser of Resysta products for the time period outlined above. The 25-year feature of the residential warranty is intended to apply to single family dwellings or condos, cooperative housing associations, or apartment buildings that are less than five stories in height, whose sole use is as a dwelling, and do not require National Fire Protection Agency (NFPA) 285 compliance. Products purchased for commercial use or purchased by, or installed upon property owned by, corporations, government agencies, partnerships, trusts, religious organizations, schools, condominiums, or cooperative housing associations, or installed on apartment buildings greater than five stories or any other type of building, are warranted for 15 years from the starting date of the original installation of the products. Notwithstanding the forgoing, any Gold Decking product shall only be warranted for residential applications, not commercial applications.

Resysta does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover any condition attributable to: (1) improper installation of Resysta products and/or failure to abide by Resysta's installation guidelines, including but not limited to improper gapping; (2) use of Resysta products beyond normal commercial use, or in an application not recommended by Resysta's guidelines and local building codes; (3) movement distortion, collapse or settling of the ground or the supporting structure on which Resysta products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere, which will cause any colored surface to gradually fade, flake, chalk or accumulate dirt or stains); (5) variations or changes in color of Resysta products; (6) improper handling, storage, abuse or neglect of Resysta products; (7) Distortion or melting of the profiles due to external heat sources, including but not limited to, barbecue grills, fires or as a result of reflection from windows, doors, or other objects; or (8) ordinary wear and tear. No person or entity is authorized by Resysta to make, and Resysta shall not be bound by any statement or representation, as to the quality or performance of Resysta products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Resysta and purchaser.

Except as stated herein, Resysta makes no representation or warranty of any kind, express or implied, statutory or otherwise, including without limitation, warranties as to merchantability, fitness for particular purpose or any other matter, and in no event shall Resysta be liable for any incidental, special or consequential damage with respect to the products covered by this war-

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ranty. Notwithstanding any other terms or conditions herein, in no event shall Resysta's liability to any property owner, supplier, distributor, contractor or consumer exceed the repair or replacement of defective parts covered by this warranty, at a cost not to exceed the original purchase price of the defective product or refund of the original purchase price of the defective product at the sole discretion of Resysta. This warranty shall be the sole and exclusive legal remedy of any property owner, supplier, distributor, contractor or consumer with respect to any Resysta product, whether their claims arise out of breach of contract, warranty or the sole or joint negligence of Resysta. In no event shall Resysta ever be liable for any exemplary, punitive, attorney's fees, interest or costs arising out of the sale of any Resysta products.

## **REGISTRATION OF WARRANTY**

This warranty shall be valid only if, and after, registration is completed online at [Resystausa.com](http://Resystausa.com) in the Resysta Owner section by the original purchaser within 45 days after completion of installation of the products.

## **CLAIMS AND REMEDIES**

IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO RESYSTA IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED. If you feel that your Resysta product is defective, send your written notice to Resysta at this address

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Resysta North America, Inc.  
Attn: Customer Service  
4035 Cheyenne Court  
Chino, California, 91710  
Fax: (909) 393-2831  
E-mail: [info@resystausa.com](mailto:info@resystausa.com)

This notice should include your name and address, the starting date of the original installation of the products, a copy of your original invoice or bill of sale confirming that the products were manufactured by Resysta, and photographs of the claimed defective products if helpful. Resysta must have a reasonable opportunity to inspect the product before repairs are begun. If your product contains manufacturing defects covered by this warranty, Resysta will, at its option, repair or replace the defective product, at a cost not to exceed the original purchase price of the product, or refund the original purchase price of the defective product. The warranty period shall not be extended by any such repair, replacement, or refund settlements. Resysta will not be liable for labor charges or other costs or expenses in connection with the repair, removal or installation of the original or replacement product. Resysta may direct and pay a company, dealer, contractor, applicator or distributor to perform any remedy under this warranty on Resysta's behalf. Resysta will make a reasonable effort to complete all repair or replacement work within 180 days after notice is received unless adverse weather conditions prevent repair or replacement from being completed within that period.

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Resysta®