



HUZHOU XINFENG WOOD PLASTIC COMPOSITE CO.,LTD

**LIMITED DECKING WARRANTY**

**This warranty is intended for BURGER ET CIE.**

**20-YEAR LIMITED TITANWOOD DECKING WARRANTY**

**15-YEAR LIMITED CO-EXTRUSION DECKING WARRANTY**

**10-YEAR LIMITED NORMAL DECKING WARRANTY**

XINFENG warrants to the Purchaser that, for the period of time set forth in the following sentence, under normal use and service conditions from an authorized XINFENG products distributor/agent/dealer/importer, that XINFENG products shall not split, splinter, rot, or suffer structural damage from termites or fungal decay. The term of such warranty shall be twenty (20) years for TITANWOOD decking, fifteen (15) years for CO-EXTRUSION decking, and ten (10) years for NORMAL decking from the original purchase from XINFENG and is installed and maintained according to manufacturer's guidelines.

In this Limited Warranty certain capitalized words have specific meanings:

**"XINFENG"** means Huzhou Xinfeng Wood Plastic Composite CO., Ltd

**"Purchaser"** means original purchaser of the products from XINFENG

**"TITANWOOD"** means enhanced WPC material manufactured using a special formula solely researched, developed and owned by XINFENG

**"CO-EXTRUSION"** means WPC material manufactured by XINFENG using its co-extrusion technique

**"NORMAL"** means WPC material manufactured by XINFENG using its standard formula

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**Installation:** This warranty does not cover costs of installation, removal, or reinstallation, including but not limited to labor and freight. XINFENG's sole obligation is limited to replacement of the Products, and XINFENG shall have no further liability of obligation except as expressly stated herein. In no event will XINFENG be liable for any incidental, special, indirect, or consequential damages resulting from any defect in the Products supplied, including but not limited to damage to property.

**Fasteners:** This warranty does not extend to fasteners that are not supplied by XINFENG. This warranty excludes rust of fasteners or decay caused by fasteners.

**Obtaining Warranty Coverage:** If a defect occurs within the warranty period, Purchaser must, within thirty (30) day from discovery of the claimed defect but no later than the end of the warranty period, notify XINFENG in writing at the following E-mail and Address:

xf@hzxinfeng.com

HUZHOU XINFENG WOOD PLASTIC COMPOSITE CO., LTD.

No. 187, West Changhong Street, Deqing Economic Development Zone, Huzhou City, China

Attn: Andy Shen

Tel: 0086-571-89935786

Purchaser must include in this notification proof of purchase and statement & photos explaining the defect and date the Products were installed. XINFENG may request additional information. After reviewing all information, XINFENG shall make a determination with respect to the validity of such claim. If XINFENG confirmed this Purchaser's claim valid, XINFENG's sole responsibility shall be, at its option, to either replace the defective products or refund the portion of the purchase price paid by Purchaser for such defective products. If XINFENG is providing replacement materials, it may elect to replace the percentage, listed at the end of this warranty, of products otherwise meeting the requirements for a claim; If XINFENG is refunding the purchase price, it may elect to refund the percentage, listed at the end of this warranty, of products otherwise meeting the requirements for a claim.

**Exclusions from Warranty Coverage:** XINFENG does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

- (1) improper installation of XINFENG's products and/or failure to abide by XINFENG's installation guidelines, including but not limited to improper gapping.
- (2) Use of Products beyond normal use, or in an application not recommended by the XINFENG's installation guidelines and local building codes.
- (3) Movement, distortion, collapse or setting of the ground or the supporting structure on which the Products are installed.
- (4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.).
- (5) Variations or changes in color of Products.
- (6) Normal weathering due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, flake, chalk, or accumulate dirt or stains.
- (7) Improper handling, storage, abuse or neglect of Products by Purchaser, the transferee or third parties.
- (8) Any fasteners not supplied by XINFENG
- (9) Decay caused by fasteners
- (10) Ordinary wear and tear;

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. XINFENG'S LIABILITIES ARE LIMITED SOLEY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL XINFENG LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF

GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. XINFENG'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBE ABOVE.

**Replacement proportion:** After the original purchase date, the purchaser's recovery shall be prorated in the following manner:

XINFENG WPC 20-YEAR LIMITED TITANWOOD WPC WARRANTY 15-YEAR LIMITED CO-EXTRUSION WPC WARRANTY 10-YEAR LIMITED NORMAL WPC WARRANTY		
Decking Type	Year of Claim	Replacement Ratio (%)
TITANWOOD WPC	1-3	100
	4-6	80
	7-9	60
	10-14	40
	15-20	20
CO-EXTRUSION WPC	1-3	100
	4-6	80
	7-9	60
	10-12	40
	13-15	20
NORMAL WPC	1-2	100
	3-4	80
	5-6	60
	7-8	40
	9-10	20

**Storage of decking:** The temperature range of decking for use is -20°C to 60°C. We recommend that the decking should be stored in a dry and ventilated environment at the appropriate temperature conditions to make the decking temperature not exceed above-mentioned range. The storage time for decking is better not exceed one year with premise that it is stored in good conditions.

**Miscellaneous:** This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication

between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by XINFENG and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and XINFENG shall not be bound by any such statements other than those contained in this warranty.

HUZHOU XINFENG WOOD PLASTIC COMPOSITE CO., LTD

Stamp:

湖州新峰木塑复合材料有限公司  
HUZHOU XINFENG WOOD PLASTIC COMPOSITE CO.,LTD

Date: Oct. 13rd, 2021