



Manufacturer's Limited Warranty for Deckguard®

REV 02/24

IMPORTANT: BY USING DECKGUARD YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS MANUFACTURER'S LIMITED WARRANTY FOR DECKGUARD.

DO NOT USE DECKGUARD UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE DECKGUARD AND RETURN IT TO COMPANY (AS DEFINED BELOW) IN ACCORDANCE WITH ITS RETURN POLICIES.

1. Limited Warranty The D.S. Brown Company ("Company") warrants that at the time of delivery, Company's product, Deckguard, will conform with Company's published specifications for Deckguard, which are in effect on the date of manufacture. The foregoing limited warranty shall be in effect for one (1) year from the date of shipment.

2. Warranty Requirements This limited warranty is EXPRESSLY conditioned upon: (a) all field inspection reports performed in accordance with Company's instructions and supplied by Company or located at https://dsbrown.com/wp-content/uploads/2020/12/B_Daily-Field-Inspection-Report_v002.pdf, being provided to Company within thirty (30) days of installation; and (b) the purchaser has the burden of proof in demonstrating that Deckguard failed because of the breach of the warranty (and not as a result of the warranty exclusions set forth in Section 3 or some other factor not covered by the warranty).

3. Warranty Exclusions This warranty does not apply to: (i) reasonable wear and tear of the Deckguard; (ii) normal deterioration of Deckguard due to the environment or other conditions affecting the properties of Deckguard; (iii) use of Deckguard with other products or components to the extent prohibited by, or inconsistent with, Company's documentation or technical advice, including without limitation, temperature and other climate conditions; (iv) defects caused by persons other than the Company, including, without limitation, improper storage, preparation of the substrate, installation and/or commissioning of Deckguard; (v) cosmetic changes in Deckguard; or (v) misuse, abuse, vandalism, neglect, or force majeure events. COMPANY MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY PARTICULAR PROPERTY RIGHT OF ANY THIRD-PARTY, OR WARRANTIES AS TO QUALITY OR CORRESPONDENCE WITH PRIOR DESCRIPTION OR SAMPLE, AND PURCHASER ASSUMES ALL RISK AND LIABILITY WHATSOEVER RESULTING FROM THE USE OF DECKGUARD, WHETHER ALONE OR IN COMBINATION WITH OTHER MATERIALS. THE PURCHASER OF DECKGUARD AGREES THAT THE RIGHTS HEREIN FOR NON-CONFORMING MATERIALS ARE CONTINGENT UPON COMPANY'S, AT COMPANY'S DISCRETION, RIGHT TO INSPECT AND/OR, TO THE EXTENT APPLICABLE, HAVE THE NON-CONFORMING DECKGUARD SHIPPED BACK TO COMPANY. IN ADDITION, THE PURCHASER WILL MAKE AVAILABLE TO COMPANY ANY AND ALL ANALYSIS POSSESSES WITH RESPECT TO ANY NON-CONFORMING DECKGUARD.

4. Product Suitability The warranty does not cover suitability for the intended use of Deckguard. The purchaser, or other third parties it is working with, must determine if Deckguard is suitable for a specific application. Responsibility remains with the purchaser for the design, application, and proper installation of the product. Specifier and user shall determine suitability of products for a specific application and assume all responsibilities in connection therewith.

5. Limited Remedy This warranty is limited to providing replacement Deckguard solely for the amount of Deckguard found to be in breach of this warranty. This remedy is the sole and exclusive remedy against Company under this warranty. The purchaser should contact Company at the notice provisions below for any warranty coverage.

EXCEPT AS PROVIDED ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPAIR OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF REPAIRING THE STRUCTURE OR ROADWAY WHERE THE DECKGUARD IS USED.

6. Miscellaneous. No Company reseller, agent, or employee is authorized to make any modification, extension, or addition to this limited warranty and these are the complete terms of the warranty (no prior statement or other offer shall be binding). If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This limited warranty is governed by and construed under the laws of Ohio. Company or its successor in title is the warrantor under this limited warranty.