



Limited Warranty

Continental Deck Membrane

1. **PRODUCT.** Continental manufactures a 72" wide, 0.060" thick vinyl membrane system for application on certain decking structures (the "Product"). Reseller purchases Product from Continental and resells the Product to authorized resellers and installers. This Agreement applies only to Product that is (i) purchased by Reseller from Continental and delivered after the Effective Date, (ii) installed on decking structures at single or multi-family residential properties in the contiguous United States, and (iii) installed in accordance with all requirements and specifications set forth in the installation instructions provided by Continental, which Reseller acknowledges having received.

2. **COLOR WARRANTY.** Subject to the provisions and conditions of this Agreement, Continental warrants to Reseller that, for a period of five (5) years after delivery of the Product to Reseller, the Product shall be free from defects in manufacturing and workmanship that result in non-uniform fading or a color change below grade level 3 on the Grey Scales assessment (as measured by Continental or its authorized representative) under ordinary use and regular service conditions (the "Color Warranty"). Upon verification by Continental's authorized representative of a valid claim under the Color Warranty, Continental will, at its option and as Reseller's sole and exclusive remedy for breach of the Color Warranty; either (i) repair or replace the affected Product with the same or similar product or (ii) refund to Reseller the purchase price paid for the affected Product. If the original purchase price of the Product cannot be determined, Continental will establish a fair value to be used in lieu of the original purchase price not to exceed its "list" price as of the date of purchase. If replacement product is provided it will be as close as possible in color, design and quality as the replaced material, but Continental does not guarantee an exact match, as colors and designs may change from time to time.

3. **WATERPROOF WARRANTY.** Subject to the provisions and conditions of this Agreement, Continental warrants to Reseller that, for a period of fifteen (15) years after delivery of the Product to Reseller, the Product shall be impervious to water under ordinary use and regular service conditions (the "Waterproof Warranty"). Upon verification by Continental's authorized representative of a valid claim under this Waterproof Warranty, Continental will, at its option and as Reseller's sole and exclusive remedy for breach of this Waterproof Warranty, either (i) repair or replace the affected Product with the same or similar product or (ii) refund to Reseller a prorated portion of the purchase price paid for the affected Product based on the number of years since the beginning of the warranty period, according to the schedule below in this Section. If the original purchase price of the Product cannot be determined, Continental will establish a fair value to be used in lieu of the original purchase price not to exceed its "list" price as of the date of purchase. If replacement product is provided it will be as close as possible in color, design and quality as the replaced material, but Continental does not guarantee an exact match, as colors and designs may change from time to time.

| Years 0-10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|------------|---------|---------|---------|---------|---------|
| 100% | 50% | 40% | 30% | 20% | 10% |

4. **CLAIM PROCESS.** In order to be eligible and to make a claim under this Agreement, at a minimum Reseller must send Continental in writing the following information prior to the end of the applicable warranty period and no later than thirty (30) days after discovering the covered condition: (i) a copy of the invoice or other reasonable proof of purchase establishing the date of purchase and the original purchase price of the Product; and (ii) a reasonably detailed description of the condition underlying Reseller's claim. In addition, if requested by Continental and as a condition to coverage, Reseller must (A) allow Continental or its authorized representative a reasonable opportunity to inspect the affected Product, (B) return to Continental samples of the affected Product at Reseller's own cost, (C) send Continental pictures of the affected Product as installed on the deck, and (D) complete a reasonable claim information form. All returned Product will become Continental's property when returned. Reseller's claim and the foregoing materials must be sent to the following address unless otherwise instructed by Continental:

O'Sullivan Films, Inc.
Attn: Quality Department
1944 Valley Avenue
Winchester, VA 22601

5. **EXCLUSIONS.** The warranties in this Agreement do not cover, and Continental shall not be liable or responsible for, the following:

- (a) Costs related to the removal or return of affected Product or to the installation of the affected Product or the replacement Product.
- (b) Any failure by Reseller or any third party to properly install the Product in a competent, workmanlike manner in compliance with local building codes and other applicable laws and regulations and in compliance with the installation instructions and other documentation provided by Continental (including, without limitation, the requirements regarding compatible decking and adhesive materials).
- (c) Any damage related to improper preparation of the installation surface or related to the structure, condition or integrity of such surface or sub-structure.
- (d) Any damage caused by improper handling, storage, abuse or neglect of the Product by anyone other than Continental or any use of the Product that is unreasonable considering the normal and expected use and service conditions.

- (e) Any failure to regularly maintain and clean the Product in accordance with use, maintenance and cleaning guidelines provided by Continental.
- (f) Any damage caused by any act of God or casualty (including but not limited to floods, hurricanes, tornadoes, earthquakes, and lightning).
- (g) Any damage caused by settlement distortion, or failure, cracking or movement of the deck, wall or foundation of the building.
- (h) Any damage caused by the impact of foreign objects, corrosive chemicals, oils and greases.
- (i) Any damage caused by ponding of water, improper drainage or improperly sloped deck.
- (j) Any damage related to work performed on the deck after installation of the Product.
- (k) Any damage to the exterior or interior of the deck, floor, foundation or building upon which the Product is installed or to any personal property contained at the residential property.
- (l) Any injuries sustained by any person or any economic losses or consequential damages of any kind.
- (m) Any damage caused by foreign chemicals or cleaning agents being introduced either to the surface of the Product or the underside of the Product, e.g., through chemicals in the decking structure material.
- (n) Any damage caused by the use of metal furniture or by any furniture feet not covered by appropriate protective material.
- (o) Any damage resulting from mold, fungus, bacteria or mildew growth
- (p) Any damage caused by reflection of the sunrays from "Low E" windows or other metallic reflective components.
- (q) Any installed Product that is known by Reseller (or those acting on its behalf), prior to installation, to be damaged or defective.

6. **DISCLAIMERS/LIMITATIONS.** ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. THE REMEDIES IDENTIFIED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES OF RESELLER FOR CONTINENTAL'S BREACH OF THE WARRANTIES PROVIDED IN THIS AGREEMENT. IN NO EVENT SHALL CONTINENTAL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THE WARRANTIES PROVIDED IN THIS AGREEMENT, EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

7. **NON-TRANSFERABLE.** This Agreement is non-transferable. Reseller may not assign or otherwise transfer its rights and benefits under this Agreement to any third party.

8. **INTEGRATION.** This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement. This Agreement may not be modified or amended other than in a written agreement signed by the parties.

9. **TERMINATION.** Continental may terminate this Agreement at any time upon at least thirty (30) days prior written notice to Reseller. In the event of such termination, the terms and conditions of this Agreement shall continue to apply to the Products delivered prior to the effective date of termination.

10. **GOVERNING LAW.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, without reference to principles of choice and conflicts of laws. The parties agree that the sole and exclusive venue for all disputes, claims or causes of actions shall be within the geographic bounds of the U.S. District Court for the Eastern District of Michigan.

O'Sullivan Films, Inc.

1944 Valley Avenue | Winchester, Virginia 22601 | USA

Phone: +1 800 336 9882 | www.continental-industry.com

