

# LIMITED WARRANTY

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.
WE ALSO WARRANT THAT THE PRODUCT WILL NOT CAUSE DAMAGE TO COMPOSITE, CAPPED COMPOSITE, OR PVC DECK BOARDS WHEN USED AND INSTALLED PROPERLY AND IN ACCORDANCE WITH OUR INSTRUCTIONS.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, REFUND, OR REIMBURSEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

#### WHO MAY USE THIS WARRANTY?

PrimeSource Building Products, Inc., located at address 1321 Greenway Dr, Irving, TX 75038 ("we") extends this limited warranty only to the consumer who originally purchased the product ("you"). It does not extend to any subsequent owner or other transferee of the product.

#### WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the Grip-Rite Ninja Hidden Deck Clip (the "Product") for the Warranty Period as defined below. This limited warranty also covers damage caused by the defective Product directly to composite, capped composite, and PVC deck boards manufactured by Trex®, Fiberon®, Moistureshield®, TimberTech®, Azek®, Envision, Deckorators®, Wolf®, and other similar products, when installed properly and in conformance with our instructions.

# WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any required preventive maintenance; (e) modifications; (f) unauthorized or improper repair; (g) normal wear and tear; (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control; or (i) installation not in conformance with our instructions or with applicable building codes. This limited warranty does not cover any labor costs associated with repairing or replacing the defective Product or affected deck boards. This limited warranty does not apply to any deck boards which themselves are defective and/or to the extent such deck boards are already covered under their manufacturers' warranties.

#### WHAT IS THE PERIOD OF COVERAGE?

This limited warranty begins on the date of your purchase and lasts for the lifetime of the project installation in which the Product was the first product used to fasten the deck boards used in the project or until you sell or otherwise transfer the property on which the Product is installed (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the Product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

# WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective Product during the Warranty Period, we will, in our sole discretion, either: (a) replace such Product (or the defective part) free of charge or (b) refund the purchase price of such Product and/or (c) reimburse you for any deck boards needing replacement due to damage directly caused by properly installed defective Product. We will also pay for shipping and handling fees to ship the replacement Product to you if we elect to replace the defective Product. If we reimburse you under part (c) above, you are solely responsible for acquiring and transporting any replacement decking.

### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must file a claim within thirty (30) days of discovery of the Product defect during the Warranty Period by sending written notice to:

Fasteners – Deck Claims PrimeSource Building Products, Inc. 1321 Greenway Dr Irving, TX 75038

You must be able to provide sufficient proof of the alleged defects in the Product and affected deck boards (such as samples and/or a number of clear photographs for us to be able to evaluate the claim). We reserve the right to inspect the allegedly defective Product and affected deck boards at the site of installation. You must be able to provide detailed receipts for the Product and, if applicable, affected deck boards. We have the sole right to determine whether a warranty claim filed pursuant to this limited warranty is valid.

## LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT AND AFFECTED DECK BOARDS, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



Contact your PrimeSource' Building Products representative to order today 800-676-7777 | primesourcebp.com