

FOSHAN MEXYTECH CO., LIMITED

2-8,Building B,Torch Innovation Park,Jihua 2 Road,Chanchen District Fosh City,Guangdong China
TEL:0757-83330850 FAX:0757-82727850 Web:www.mexytech.com

Timbex[®]
DECK

WARRANTY

FOSHAN MEXYTECH CO., LIMITED

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TEL:0757-83330850 FAX:0757-82727850 Web:www.mexytech.com

THIS LIMITED WARRANTY IS MADE AND GIVEN BY MEXYTECH CO., LIMITED

25 YEARS DECREASING WARRANTY VALID FOR TimbeX[®] DECK .

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY MEXYTECH TO ANY CUSTOMER OR USER OF ITS TimbeX[®] DECK . PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR MEXYTECH TimbeX[®] DECK . THE LIMITED WARRANTY PROVIDED BY MEXYTECH CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE MEXYTECH TimbeX[®] DECK . THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF MEXYTECH. THE PURCHASE AND/OR USE OF TimbeX[®] DECK CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

THIS LIMITED WARRANTY, IN SECTION 4, SETS FORTH A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE CLAUSE AND WAIVER WILL IMPACT HOW THE PURCHASER AND/OR USER MUST PROCEED IN RESOLVING ANY WARRANTY DISPUTE WITH MEXYTECH.

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A • THE LIMITED WARRANTY

A-1 MEXYTECH warrants to the original purchaser ("Purchaser", "you" or "your") of TimbeX[®] DECK products, for the specified Warranty Period, such products shall, (a) under normal and proper service conditions, (b) when installed in accordance with MEXYTECH's TimbeX[®] DECK products written instructions and (c) The Consumer/Contractor acknowledges that TimbeX[®] DECK products is not structural lumber and therefore may not be used as such, and when used and maintained in an above-ground application, remain free from material manufacturing defects and will not crack, splint, delaminate, rot, or suffer structural damage from fungal decay. For purposes of the Limited Warranty, the "original purchaser" means the individual or individuals who were the owners of the real property upon which TimbeX[®] DECK products is installed.

A-2 The term of the Limited Warranty ("Warranty Period") for the MEXYTECH TimbeX[®] DECK shall be 25 - Year Limited Residential Warranty, 10 - Year Limited commercial warranty. The date is from the date of original purchase provided that such purchaser maintains ownership of the real property upon which TimbeX[®] DECK products is installed.

A-3 The term of the Limited Warranty ("Warranty Period") for TimbeX[®] DECK accessories shall be 10 years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the TimbeX[®] DECK products is installed.

A-4 TimbeX[®] DECK written instructions are available from your TimbeX[®] DECK dealer or your contractor or from TimbeX[®] DECK official website at : www.timbexdeck.com .

A-5 In the event of a failure of the above described TimbeX[®] DECK within the applicable Warranty Period as warranted above, when properly installed, used and maintained in the manner required by this Section 1, MEXYTECH will replace the nonconforming item in the manner set forth in Section 2 below.

A-6 The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) MEXYTECH makes for the above described TimbeX[®] DECK products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to a MEXYTECH dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. MEXYTECH makes no other representation, guarantee or warranty regarding MEXYTECH TimbeX[®] DECK products. No one is authorized to make any representation, guarantee or warranty on MEXYTECH's behalf, and MEXYTECH shall not be bound by or liable for, any representation, guarantee,

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warranty, or condition with regard to any MEXYTECH Product other than as expressly stated in this Limited Warranty.

A-7 This limited warranty comprises MEXYTECH's sole and entire warranty and obligation in connection with MEXYETCH TimbeX[®] DECK. MEXYETCH disclaims and excludes all other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, quality, condition, suitability, or performance. All implied warranties,including merchantability and fitness for a particular purpose, not effectively disclaimed are limited to the applicable statute of limitations, but in no event will extend beyond the applicable warranty period.

A-8 MEXYTECH excludes and will not pay for any incidental and/or consequential damages. Under no circumstances shall MEXYETCH be liable for any damages (of any nature or description whatsoever) which exceed the actual purchase price of the defective product as adjusted on the basis of the prorated warranty schedule provided herein.

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B•MEXYTECH CLAIM PROCEDURE

B-1 In order to proceed with a warranty claim against MEXYTECH TimbeX[®] DECK, the Purchaser must send to MEXYTECH a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming MEXYTECH TimbeX[®] DECK product. All warranty claims should be forwarded to the MEXYTECH's address. Purchaser's original proof of purchase must be from MEXYTECH or an authorized MEXYTECH TimbeX[®] DECK product dealer. The proof of purchase also show (a) the date of the original purchase and (b) that sufficient MEXYTECH TimbeX[®] DECK product has been purchased to cover the number of linear feet or meter claimed to be damaged. All warranty claims must be received by MEXYTECH within the applicable Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the MEXYTECH TimbeX[®] DECK product.

B-2 Upon discovering a possible defect of MEXYTECH TimbeX[®] DECK product, Purchaser shall, at Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected. Purchaser is not authorized to make any permanent repairs or remove any of the MEXYTECH TimbeX[®] DECK products prior to MEXYTECH having confirmed its claim investigation and, should Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty provided by MEXYTECH. No MEXYTECH TimbeX[®] DECK products shall be returned to MEXYTECH unless directed and authorized by MEXYTECH in writing to do so. Any removal or disposal of defective MEXYTECH TimbeX[®] DECK products shall be at Purchaser's sole cost and expense.

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C-GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

C-1 Purchaser's sole remedy, and MEXYTECH's sole liability to Purchaser, for (a) any claim whatsoever relating to the MEXYTECH TimbeX[®] DECK product, (b) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of MEXYTECH TimbeX[®] DECK products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (c) any claims that the MEXYTECH TimbeX[®] DECK products failed to perform as warranted above, is and shall be limited to MEXYTECH's replacement of the defective MEXYTECH TimbeX[®] DECK product. MEXYTECH shall not be responsible for the costs associated with the installation of the replacement MEXYTECH TimbeX[®] DECK product or the disposal of the defective MEXYTECH TimbeX[®] DECK product.

C-2 MEXYTECH's obligation to provide replacement product shall only be in an amount equal to the volume (linear feet or meter) of defective material as listed on the prorated Warranty Schedule contained herein or the number of defective MEXYTECH Fasteners. MEXYTECH's replacement obligation allows MEXYTECH to provide products as close in colour, design and quality to the original installation as reasonably possible, in MEXYTECH's discretion and determination. Purchaser acknowledges that MEXYTECH does not guarantee an exact match as colours and designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In MEXYTECH's sole and absolute discretion, MEXYTECH may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

C-3 Under no circumstances whatsoever shall MEXYTECH be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the MEXYTECH TimbeX[®] DECK products or resulting, directly or indirectly, from any defect in the MEXYTECH TimbeX[®] DECK products, including, but not limited to damage to, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if MEXYTECH is expressly advised about the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you.

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TimbeX [®] Deck Warranty	
Percentage Recovery	10 Years of Warranty Claim (Commercial)
100%	0-1 years
70%	2nd year
50%	3-4 years
40%	5-6 years
25 %	7-8 years
10%	9-10 years

TimbeX [®] Deck Warranty	
Percentage Recovery	25 Years of Warranty Claim (Residential)
100%	0-5 years
70%	6-10 year
50%	11-15 years
30%	16-20 years
20 %	21-23 years
10%	24-25 years

1. Provide physical evidence to replace defective products.
2. Replace the corresponding quantity of defective products according to the percentage specified in the warranty letter.
3. The Limited Warranty does not cover and MEXYTECH shall not be liable for any of Purchaser's transport , installation, removal or reinstallation costs.

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C-4 MEXYTECH does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to, in whole or in part, to:

- (a) improper installation of MEXYTECH TimbeX[®] DECK products,
- (b) failure to abide by MEXYTECH's written instructions,
- (c) failure to comply with any and all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping,
- (d) use of MEXYTECH TimbeX[®] DECK products beyond normal use or in an application not recommended or permitted by MEXYTECH's written instructions and applicable laws and building codes,
- (e) movement, distortion, collapse or settling of the ground or the supporting structure upon which MEXYTECH TimbeX[®] DECK products are installed,
- (f) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair,
- (g) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.),
- (h) discolouration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains),
- (i) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces,
- (j) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides,
- (k) fading, flaking or other deterioration of any paints, stains or other coatings placed on the MEXYTECH TimbeX[®] DECK products,
- (l) climate change, environmental conditions, static electricity or any cause beyond the control of MEXYTECH,
- (m) variations or changes in colour of MEXYTECH TimbeX[®] DECK products,
- (n) improper handling, maintenance, storage, abuse or neglect of MEXYTECH TimbeX[®] DECK products by Purchaser or any other party,
- (o) ordinary wear and tear.

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C-5 No warranty is given with respect to any accessories other than the MEXYTECH accessories. Other accessories, whether approved accessories or otherwise, are subject to only the warranties provided by the manufacturer of the accessories and Purchaser's sole warranty and remedy is with that manufacturer.

C-6 Purchaser and/or Purchaser's contractor or representative is solely responsible for determining the suitability of any MEXYTECH TimbeX[®] DECK products for Purchaser's property and for the installation and use of any MEXYTECH TimbeX[®] DECK products. Purchaser and/or Purchaser's contractor or representative shall be solely responsible for determining whether the MEXYTECH TimbeX[®] DECK product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property.

Purchaser acknowledges that MEXYTECH does not provide architectural or engineering services. MEXYTECH makes no express or implied warranty or representation as to the suitability of the MEXYTECH TimbeX[®] DECK Products for, or actual performance, capabilities or operation of the MEXYTECH TimbeX[®] DECK Products at, Purchaser's property or under the conditions of Purchaser's use.

All warranties provided by MEXYTECH, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs:

- (a) the MEXYTECH TimbeX[®] DECK product is not installed, maintained and/or used strictly in accordance with MEXYTECH's written instructions;
- (b) the MEXYTECH TimbeX[®] DECK product is not installed in accordance with all applicable laws, codes and regulations;
- (c) the intentional or unintentional misuse of the MEXYTECH TimbeX[®] DECK product, whether foreseeable or unforeseeable;
- (d) the failure of Purchaser to properly and/or timely maintain or repair the MEXYTECH TimbeX[®] DECK product;
- (e) the failure by Purchaser to provide timely notice to MEXYTECH of any failure or defect of the MEXYTECH TimbeX[®] DECK product.

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D•BINDING ARBITRATION AND CLASS ACTION WAIVER

D-1 This section applies to any dispute between you and MEXYTECH relating to your MEXYTECH TimbeX[®] DECK product which is not resolved as part of the warranty claim process.

Purchaser may not proceed with any dispute resolution alternatives until and unless MEXYTECH and Purchaser fail to resolve Purchaser's claims during the warranty investigation process. "Dispute" will be given the broadest possible meaning allowable under law.

D-2 In the event of an unresolved warranty claim, Purchaser must provide written notice to MEXYTECH. Such written notice must (a) include a written statement of the facts, (b) provide the name, address and contact information of the party giving it and (c) the relief requested. You must send any Notice of Dispute by registered mail to MEXYTECH. Purchase and MEXYTECH agree to attempt resolution of such dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, Purchaser is authorized to commence arbitration.

D-3 BINDING ARBITRATION. IF YOU AND MEXYTECH DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a panel of three neutral arbitrators, whose decision will be final and binding. Any court with jurisdiction over the parties may enforce the arbitration award.

D-4 CLASS ACTION WAIVER. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Purchaser nor MEXYTECH will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

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D-5 Arbitration Procedure, Costs. Any disputes arising out of this Agreement, or any other issues related thereto, shall be exclusively brought to China International Economic and Trade Arbitration Commission (the "CIETAC", <http://www.cietac.org/>.) in Beijing in accordance with the then current Rules of the CIETAC. Each party shall choose one arbitrator and the two chosen arbitrators shall pick up the third arbitrator upon mutual agreement, and in case no agreement on the third arbitrator can be reached, the third arbitrator shall be designated by the president of the CIETAC. The arbitration hearings shall be conducted in FOSHAN, China. The losing party shall bear the arbitration costs for both parties.

D-6 THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA SHALL EXCLUSIVELY GOVERN THE INTERPRETATION OF THE LIMITED WARRANTY REGARDLESS OF CONFLICT OF LAW PRICIPLES.

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E-APPENDIX

APPENDIX ONE :

MexyTech TimbeX[®] Deck Quality Assurance

1. Issues not covered by warranty	①Dimension tolerance within allowance ②Color difference ③Gap between boards due to inappropriate installation ④Deformation of cross section ⑤Fungus ⑥Transport damages ⑦Air pockets or slight irregular short mold on the sides or bottom of boards.
2. Repairable issues	①Cutting problems ②Side curvature ③Uneven sanding treatment ④Curvature due to inappropriate storage ⑤Cutting angle ⑥ Length tolerance
3. Irreparable but not serious issues	① Spots of wood chaff or impurity ② Scratches ③Uneven wood grain texture ④Shallow texture ⑤Transport damages caused by seller
4. Irreparable and serious issues	①Cracking ②Bubbles of TimbeX[®] DECK products ③Size tolerance of cross section

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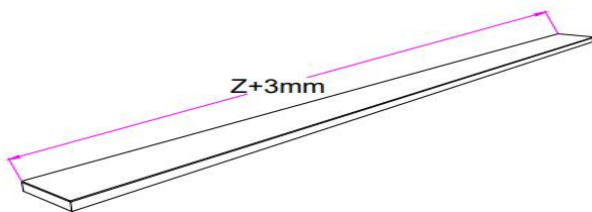
E-APPENDIX

APPENDIX TWO :

Decking

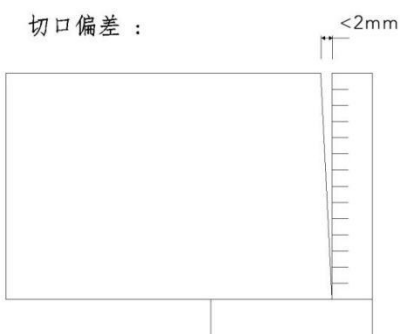


Size tolerance of cross section:
 $X-2 \leq \text{Width } X \leq X+2$
 $Y-2 \leq \text{Thickness } Y \leq Y+2$



Length Tolerance:
 $\text{Length } Z \leq Z+3$

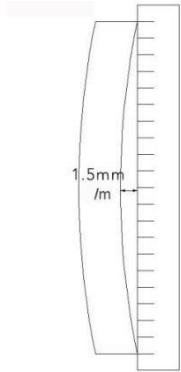
切口偏差 :



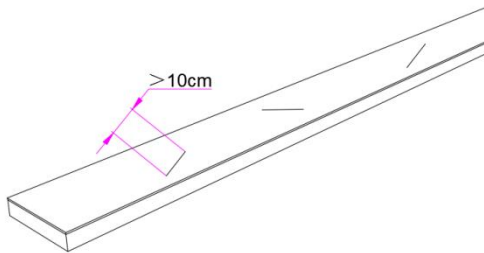
Cutting angle: max deflection less than 2mm

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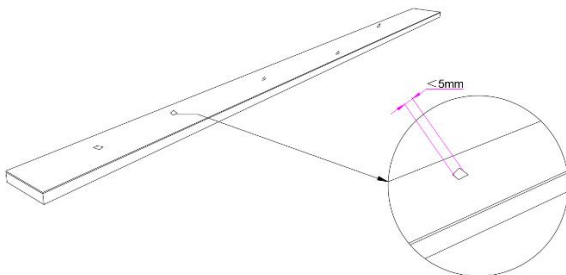
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Side curvature: $< 1.5\text{mm}/1\text{ linear meter}$



Scratch mark: one piece has more than 3 scratches which are longer than 10cm



Wood dust or impurity: one piece has more than 3 impurities which are larger than 5mm

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E-APPENDIX

APPENDIX THREE :

MexyTech TimbeX[®] Deck Quality Assurance Application Form

KS-NO.

PI No.		Date of Installation	
Name of the client			
Product Model			
Color			
Texture			
Problem Description			
Quality of the Project(SQM)			
Quality of the Problem(SQM)			
Requirement of Photos	1. Display the whole and detailed problem		
	2. Show the quality of the problem product		
	3. Send the photos by attachment		

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APPENDIX FOUR :

E-APPENDIX

Quality Assurance Audit Result

KS-NO.

- Problem Ranking
- ☐ 1. Issues not covered by warranty
 - ☐ 2. Repairable issues
 - ☐ 3. Irreparable but not serious issues
 - ☐ 4. Irreparable and serious issues

Problem Cause and Solution:

Compensation Scheme:

Percent of Compensation
() %

Details :

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