



## LIMITED WARRANTY FOR US ECO CORP®

Subject to the terms and conditions of this Limited Warranty, FOR US ECO CORP (hereinafter "FOR US") extends a Limited Warranty against manufacturing defects for that line of DECOR modular Deck Tiles and/or decks (hereinafter "Product") described in the respective Invoice for the sale of goods, to the original Purchaser (hereinafter "Purchaser". This Limited Warranty applies to products and materials manufactured on or after November 1, 2019.

**1. GENERAL CONSIDERATIONS:** Each FOR US product line has a specific warranty period, which differs according to the type of use, such as "residential use", considered the installation in an individual residence or, "commercial use", referring to a case of installation of the product that is not considered residential use.

The Invoice or other document relating to the sale of the product manufactured and sold by FOR US constitutes proof of sale for warranty purposes, in accordance with the conditions set forth in this Limited Warranty, which Invoice or other sale documents are referred to and incorporated herein and are essential documents of any warranty request procedure.

This Limited Warranty is provided to the original Purchaser of the residence or commercial location where the Products are originally installed. This Limited Warranty is not transferrable but will be extended to the first subsequent transferee of any residential or commercial structure where the products are installed.

This Limited Warranty extends and covers only the repair, replacement or reimbursement of the cost of the defective product, at the sole option of FOR US, and specifically excludes and does not cover any additional costs, expenses, damages, incidental, special, consequential punitive damages, including but not limited to damage to property or lost profits, or attorney's fees.

FOR US warrants its Products against defects for the time period specified below. FOR US will, at no charge, repair or replace, at its sole option, any of its Products proven to be defective by FOR US PRO during the Limited Warranty term. FOR US'S maximum liability under this Limited Warranty will be equal to the reasonable cost to repair or replace the defective Product at its current values, excluding cost of labor. If the defective product to be replaced is not available because it is out of production line or exhausted from stock, FOR US will provide another equivalent value and specification product, which shall be determined by FOR US, at its sole option.

The Limited Warranty is valid for manufacturing defects that occur in normal use of the product, which is intended exclusively and strictly for use in an external environment under normal weather conditions.

The Product meets the toxicity specifications for use in an external environment.

The validity of this Limited warranty is conditional on the Purchaser observing and complying with the requirements on the installation and use of the Product which are available on FOR US'S website (www.foruseco.com), in addition to the conditions set out in this Limited Warranty.

FOR <u>US</u> reserves the right to change the general, technical and aesthetic characteristics of its Products, without **previous** notice.

This Limited Warranty will not cover costs and expenses related to the removal and disposal of the defective Product, as well as services and expenses for the maintenance, cleaning, repair and replacement of the Product, its parts and components.

- 2. WARRANTY COVERAGE: The Limited Warranty against manufacturing defects shall be in force for the following periods described for the Products, commencing from the original date of purchase of the Product, corresponding to the date of issue of the Sales Invoice:
- a. FOR HOME USE PRODUCT: this Limited Warranty Coverage shall cover the cost of the repair, replacement or reimbursement of the defective product, excluding labor as determined by FOR US, for the initial 10 years from date of sale; After this initial period of 10 years, the Limited Warranty Coverage shall be reduced proportionately as follows:

Up to 10 years	100%
Between 10 years and 1 day up to 12 years	60%
Between 12 years and 1 day up to 14 years	40%
Between 14 years and 1 day up to 16 years	30%
Between 16 years and 1 day up to 19 years	20%
Between 19 years and 1 day up to 22 years	10%
Between 22 years and 1 day up to 25 years	5%

- b. FOR COMMERCIAL USE: This Limited Warranty shall cover the cost of repair, replacement or reimbursement of the cost of the defective Product for 10 (ten) years from date of sale, excluding cost of labor.
- **2.1 FOR DEFECTS ARISING FROM LOSS OF COLOR TONALITY:** The Limited Warranty periods described in section 2 do not apply and are inapplicable for defects arising from Loss of color tonality of the Product, the sole warranty for any loss of color tonality, both for Products for residential use and for commercial use is three (3) years from date of sale.

- **3. WARRANTY TRANSFER:** The product limited warranty is restricted to the original Purchaser, but may be automatically transferred one time only if within five (5) years from date of original sale, to a subsequent transferee of the residential or commercial location where the Product is originally installed, except for defects arising from loss of color tonality, the period of such limited warranty shall be 3 (three) years, pursuant to 2.1 above.
- 4. MANUFACTURING DEFECTS AND EVENTUAL DEFECTS: Plastic wood is a product produced from waste from the industrial recycling industry, having in its composition plastic materials. In this way its properties are similar to that of plastic materials. One of the characteristics to always be observed is that these materials flex over time. This Limited Warranty does not cover flexing of the Product, which shall be determined in the sole and exclusive opinion of FOR US. Failures in coextrusion, divergence of tonality at the time of delivery of the same batch of Products contained in the same original sales invoice are considered Manufacturing Defects and are covered by this Limited Warranty. Spontaneous cracks, rotting, drying, loosening barbs are considered Eventual Defects and are included under this Limited Warranty. Defects including non-uniform texture printing on the surface, cuts or markings in the Product arising from the installation, and changes in the original factory characteristics such as ink application or other coating, etc. are excluded and not covered under this Limited Warranty.
- **5. RESISTANCE TO LOSS OF TONALITY:** The product is designed to withstand fading, but no material is fully fade proof after years of exposure to UV rays and weather. When exposed to ambient light and normal weather conditions the color of the Product will not fade more than 5 (five) Delta E (CIE) units as measured by color change using appropriate measuring tool (colorimeter or spectrophotometer properly calibrated) in the comparison between the affected Product and a standard Product marketed by FOR US, and the loss of tonality within these characteristics is not considered a manufacturing defect and therefore it is not cover by the warranty. In the Decor line we try to reproduce the same texture of natural wood, with dark and black texture lines, causing variations in coloring and shading which are a normal part of the manufacturing process and are not considered manufacturing defects.
- **6. STAIN RESISTANCE:** The Product is stain-resistant resulting from food and beverages spilled as long as they are removed from the Product with proper cleaning within seven (7) days of exposure. The Product is resistant to mold and mold and mildew stains that occur naturally in the environment, provided that mold and mold and mildew stains are removed from the Product within seven (7) days after the appearance of such mold and mold and mildew stains. This Limited Warranty shall not be appliable if there is non-compliance with these cleaning conditions as well as the spillage of other types of materials such as paints, pigments, acid or basic pH abrasive compounds, strong solvents, rust or other items of abnormal use of the Product, and substances not related to food and beverages, including, but not limited to, biocides, fungicides, fertilizers or bactericides.
- **7. TEMPERATURE RESISTANCE:** The Product will not degrade as long as its temperature is between -10°C (-14°F) and 60°C (140°F). The Limited Warranty shall be void if the Product is exposed to temperatures outside of this range. FOR US reinforces that temperatures above or below this temperature range can cause permanent damage to the product because its plastic origin makes it sensitive to extreme temperatures as well as when subjected to fire. Plastics at high temperatures are flammable and develop smoke harmful to health when in combustion.

## 8. EXCLUSIONS FROM WARRANTY COVERAGE:

- A) Incorrect or improper installation of the products and/or non-compliance with the installation guidelines provided by FOR US on the installation and use of the product available which are on our website (www.foruseco.com), including, amongst others, leaving incorrect spacing between profiles, in such event this Limited Warranty shall be void.
- B) Use of Products in excess of normal and reasonable conditions of use, such as placing and moving, scraping and dragging furniture and chairs without plastic protection on the feet shall void this Limited Warranty; Never use metal feet or pointed tools to remove snow and ice from the product surface. This Limited Warranty shall be void in case of any damage or perforations to the surface of the Product may occur.
- C) Movement, distortion, fall or accommodation of the soil or support structure in which the products were installed shall void this Limited Warranty.
- D) Any damage caused by external events, such as hurricanes, tornadoes, earthquakes, floods, lightning, etc., or environmental conditions such as air pollution, etc. and stains caused by abrasive substances and/or acid or basic pH and/or items of abnormal use on the Product, such as: aggressive chemicals, greases, oils, solvents, etc., shall void this Limited Warranty.
- E) Improper storage and/or improper handling by Purchaser or any third parties shall void this Limited Warranty.
- G) Improper use of the Product for the purpose of which the product is not intended.
- (H) Damage or defects caused by or attributable to parts, accessories or components, including screws, bolts, fasteners or other type hardware used in the installation and accompanying the product, other than plastic material, are excluded from this limited warranty.
- 9. LIMITED WARRANTY REQUEST PROCEDURE: In the event of staining of the Product before requesting the product warranty, the Purchaser should verify that the problem is not due to improper cleaning; the affected area of the Product shall be cleaned using water, soap and conventional household cleaners. If the affected area remains in unsatisfactory condition, Purchaser must arrange cleaning by a specialized professional agent, at Purchaser's expense. If after 30 days of professional cleaning the affected area remains unsatisfactory, Purchaser may request the product warranty by sending to FOR US, by Certified, Registered U.S. Mail, within the warranty period indicated above, the description, photographs of the Product

highlighting affected area, Invoice for the sale of the Product, invoice for the provision of professional cleaning service, as well as other relevant information, to the following address indicated below:

FOR US ECO CORP. 11980 Manzano Ave. Boynton Beach, FL USA 33437

At the discretion of FOR US, the product may be inspected, at the place where it is installed, for its technical analysis, in order to verify the existence or not of the manufacturing defects indicated by the Purchaser. Shipping and freight expenses required to ship Product replacement parts and materials are not covered by this Limited Warranty.

- 10. MODIFICATION: No person or entity is authorized by FOR US to give any statement about the quality or performance of its products beyond what is described in this warranty, and FOR US shall not be held responsible for such statements. This warranty will only be amended or modified by a specific document written and additionally signed by FOR US and Purchaser. Independent Commercial Representatives, Dealers, Distributors, Retailers, Installers and Resellers under no circumstances shall change, modify or amend this Limited Warranty limits, and any such amendments or modification made shall be void and of no effect. This Limited Warranty Term is valid for products sold in the territory of the United States of America.
- 11. EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYONG THE DESCRIPTION ON THE FACE HEREOF. THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY FOR US. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PUIRPOSE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

FOR US'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR REFUNDING THE COST OF THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL FOR US BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS OR FOR INJURY TO ANY PERSONS, OR FOR ANY LOST PROFITS, COSTS, EXPENSES AND ATTORNEY'S FEES THAT MAY OCCUR AS A RESULT OF THE USE OF FOR US'S PRODICTS OR AS A RESULT OF BRACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLIUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL FOR US'S TOTAL LIABILITY ARISING OUT OF OR RELATIED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

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

THIS WARRANTY MAY NOT BE MODIFIED, ALTERED OR EXPANDED BY ANOYONE, INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS, INSTALLERS AND OR FOR US'S REPRESENTATIVES.

12. ADDITIONAL TERMS: This Limited Warranty and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of laws provision; and in the event of any dispute arising under this Limited Warranty, the Parties hereby submit to the exclusive jurisdiction in the Palm Beach Circuity Court, 15<sup>th</sup> Judicial Circuit, In and For the State of Florida as the sole and exclusive venue. No action arising out of any claimed breach of this Limited Warranty may be brought by a Purchaser more than one (1) year after the existence of a claimed defect in the Product. If any provision of this Limited Warranty is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Limited Warranty shall still apply.