



MIRRITE™

OUTDOOR FLOORING

L I M I T E D

Lifetime
& *Residential*
10-YEAR
COMMERCIAL

Warranty

L I M I T E D

25-Year
Residential

STAIN & FADE

Warranty

mirrite.com

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LIMITED LIFETIME RESIDENTIAL WARRANTY & 10-YEAR COMMERCIAL STRUCTURAL WARRANTY

Palram warrants that, from the date of original purchase and for the Structural Warranty Period defined below, under normal use and service conditions, the Products will not split, splinter, rot or suffer structural damage from termites or fungal decay when used on Residences or Commercial Property (the "Structural Warranty"). If a Product does not meet the Structural Warranty (a "Nonconforming Product") Palram will replace the Nonconforming Product.

Labor (Two Years). Palram will also pay for reasonable documented labor charges to remove Nonconforming Product and install replacement Product so long as Palram receives notice of the warranty claim within two (2) years after the Nonconforming Product was originally purchased from the dealer. All other costs and charges must be paid by the Owner.

The "Structural Warranty Period" for Residential Owners lasts as long as the Residence where the Products were installed is owned by (i) the Residential Owner who purchased the Product (or had it installed) or (ii) the next Residential Owner who acquired title from the original Residential Owner, but only if such transfer happens in the first five (5) years after such original purchase. Any other transfer of the Residence voids the Structural Warranty.

The "Structural Warranty Period" for Commercial Owners is ten (10) years from the original date of purchase, or until title to the Commercial Property is transferred, whichever is shorter.

THE FOREGOING IS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE STRUCTURAL WARRANTY. THE STRUCTURAL WARRANTY IS ALSO SUBJECT TO THE GENERAL CONDITIONS BELOW.

WARRANTY DEFINITIONS

"Product" or "Products" means Palram Mirrite Outdoor Flooring decking products, as applicable.

"Residential Owner" means the owner of a Residence where Products are installed.

"Commercial Owner" means the owner of a Commercial Property where Products are installed.

"Commercial Property" means any property other than a Residence.

"Owner" means either a Residential Owner or a Commercial Owner.

"Palram" means Palram Americas, Inc.

"Residence" or "Residential" means a single family owner occupied home or a one- or two- unit residential rental property, as applicable.

25-YEAR LIMITED RESIDENTIAL STAIN & FADE WARRANTY

Palram warrants that, for twenty five (25) years from the date of original purchase (the "Stain and Fade and Warranty Period"), under normal Residential use and service conditions:

STAIN WARRANTY

The Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Product, including items such as condiments, salad dressing, grease, tea, wine, coffee, fruit juice, sodas and other food and beverage related items that would typically be present on a Residential deck, provided that such substances are removed from the Product with soap and water or mild household cleaners within one (1) week of exposure of the substances to the surface of the Product, or immediately on the first appearance of mold or mildew on the spilled substance, whichever is sooner. For a complete list of household items to which the Product is resistant, including, but not limited to, insect repellent, sunscreen and citronella, see the Mirrite Outdoor Flooring Installation and Maintenance Guide, available from <http://mirrite.com/downloads>.

FADE WARRANTY

The Product's color will not fade from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units when measured in accordance to ASTM E308 using standard illuminant D (D₆₅/10).

If a Product fails to conform to the Stain Warranty or Fade Warranty, as applicable (a "Nonconforming Product"), during the first ten (10) years after the original purchase, Palram will replace all of the Nonconforming Product, as further described below.

PRO-RATED REPLACEMENT (YEARS 11 – 25)

If Product fails to conform to the Stain Warranty or the Fade Warranty more than ten (10) years after the original purchase but within the Stain and Fade Warranty Period, Palram will replace the following percentage of Nonconforming Products otherwise meeting the requirements for a claim.

Year of Claim	Replacement %
11* – 13	80%
14 – 16	60%
17 – 19	40%
20 – 22	20%
23 – 25	10%
After 25	0%

**The 11th year means the year beginning on the tenth (10th) anniversary of the original date of purchase, and so forth. For example, if an installation originally utilized 1000 feet of Product, and in the 18th year, half the Product fails the Stain and Fade Warranty, Palram will replace 200 feet of Product (500 feet x 40%).*

25-YEAR LIMITED RESIDENTIAL STAIN & FADE WARRANTY (CONTINUED)

Labor (Two Years). Palram will also pay for reasonable documented labor charges to remove Nonconforming Product and install replacement Product so long as Palram receives notice of the claim under the Stain and Fade Warranty within two (2) years after the Nonconforming Product was originally purchased from the dealer. All other costs and charges must be paid by the Owner.

Transfer (Five Years). The Stain and Fade Warranties may be transferred once, within the five (5) year period beginning on the date of original purchase, by the Residential Owner who purchased the Product (or had it installed) to the next Residential Owner of that Residence, who shall have all the same rights as the original Residential Owner. Any other transfer voids the Stain and Fade Warranty.

SPECIFIC CONDITIONS

The Stain and Fade Warranties are subject to these specific Conditions and to the General Conditions below.

CLAIM PROCEDURES

Stain Warranty. Before making a claim under the Stain Warranty, the Residential Owner must attempt to clean the Product as follows:

1. Attempt to clean the affected area of the Product by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the surface of the Product or immediately on the first appearance of mold or mildew on the spilled substance, whichever is sooner.
2. After completing step 1 above, if the affected area remains reasonably unsatisfactory, Owner must have the affected area of the Product cleaned by a qualified professional deck cleaner at Residential Owner's expense.

THE FOREGOING IS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE STAIN AND FADE WARRANTY. THE STAIN AND FADE WARRANTY IS ALSO SUBJECT TO THE SPECIFIC AND GENERAL CONDITIONS BELOW.

Exclusions. While the Product is designed to resist fading, Palram does not warrant that the Product is totally fade proof, as any material will fade when sufficiently exposed to ultraviolet (UV) rays and the elements. Palram also does not warrant that the Product is totally stain proof, and does not warrant stain resistance resulting from (1) food and beverage substances not properly cleaned as provided above within one (1) week of exposure, (2) staining or damage resulting from exposure to abrasives, paints or stains, or other coating materials, metallic rust, other oxidation or other abnormal residential deck use items, including, but not limited to, human or animal feces, urine or other waste. Mold, pollen and mildew can settle on any outdoor surface, including the Product. The Stain and Fade Warranty does not cover staining by mold or mildew. The Owner should periodically clean the Product to remove dirt and pollen that can feed mold and mildew.

In addition, the Stain and Fade Warranties will be voided if the surface of the Product is damaged or punctured by any means, including scrapers, shovels or similar sharp edged tools or otherwise, none of which should not be utilized to remove spills, snow, ice, or other debris from the surface.

GENERAL CONDITIONS, ETC.

The following general conditions, exclusions and limitations apply to the Structural Warranty, the Stain Warranty and the Fade Warranty (these "Warranties").

SUITABILITY AND USE

Palram has no control over the use to which others may put the Product and therefore Owners are solely responsible for determining the effectiveness, fitness, suitability and safety of the Product in connection with its use in any particular application or location.

Statements in any user guides or other Palram document concerning possible or suggested uses of the Products are not to be construed as constituting a license under any Palram patent covering such use or as recommendations for use of such materials in the infringement of any patent.

CLAIM PROCEDURES

All claims under these Warranties must include proof of the date of purchase, a description and photographs of the Nonconforming Product and also, if the claim relates to the Stain Warranty, reasonable proof of attempts to clean the Products as described above.

All claims must be made in writing during the applicable Warranty Period, within ninety (90) days after the Nonconforming Product is discovered and while the Product is in place, but, if the claim relates to the Stain Warranty, no later than thirty (30) days after the professional cleaning. Palram will endeavor to respond to all claims within thirty (30) days of receipt.

Palram reserves the right to investigate any claim, and requires a reasonable opportunity to inspect and test the Product, its installation, the environment in which it was used and all other conditions in its sole discretion, prior to removal or replacement. Removal of the Product before Palram has had the opportunity to inspect it may make it impossible to determine whether the Product was conforming or not, and, accordingly, may result in denial of a warranty claim. Palram reserves the right to request additional information and reasonable documentation and proof for all claims under these Warranties.

After reviewing all information, Palram will determine the validity of the claim. If Palram determines that the claim is valid, Palram will replace all or a pro rated portion of the Nonconforming Product, as provided above. Palram will provide Replacement Product that is as close as feasible in color, design and quality to the Nonconforming Product, but Palram does not guarantee an exact match as colors and design may change.

**25-YEAR LIMITED RESIDENTIAL
STAIN & FADE WARRANTY (CONTINUED)**

Only one claim under these Warranties may be presented with respect to any individual project or installation at a Residence or Commercial Property.

WHERE TO FILE CLAIMS

Palram Americas, Inc.
9735 Commerce Circle
Kutztown, PA 19530

GENERAL WARRANTY EXCLUSIONS

Palram does not warrant that the Products are completely immune to structural damage or completely immune to fading or staining. In particular, Palram does not warrant against fading, staining or structural or other Product failure, or any condition or damage attributable to:

- (1) Improper installation of the Products or failure to abide by Palram's most current installation guidelines (available at <http://mirrite.com/downloads>) at the time of installation, including but not limited to improper gapping. Owner must check with its local Palram supplier to ensure use of the most up-to-date information.
- (2) Use of the Products outside normal Residential or Commercial applications (as applicable), or for an application not recommended by Palram's guidelines or contrary to local building codes.
- (3) Movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed.
- (4) Exposure to, or direct or indirect contact with, extreme heat sources (over 150 degrees Fahrenheit or 65.6 degrees Celsius), which may cause fading or other damage to the Product.
- (5) Improper handling, storage, abuse or neglect of the Products by Owner, installers, transferees or anyone else.
- (6) Ordinary wear and tear.
- (6) Fire, flood, act of God (including without limitation hurricane, earthquake or lightning) or other environmental condition, including without limitation air pollution, acid rain, mold, or mildew.
- (7) Any fading or staining not on the top surface of the Product (i.e., the underside or the ends of the Product, or sides of the Product that are not visible in use).
- (8) Normal weathering (including without limitation exposure to sunlight, weather and atmosphere which may cause variations or changes in color of the Products.

LIMITATIONS AND DISCLAIMERS

These Warranties supersede all prior agreements and representations, oral or written, and all other communication between the parties regarding the Products.

Palram shall not be bound by any statement or representation by any person as to the quality or performance of the Product unless contained in these Warranties. These Warranties may not be altered or amended except in a written instrument signed by Palram and Owner. In particular, no installer, retailer, distributor or employee has the authority to alter the obligations, conditions, limitations, disclaimers or exclusions under any warranty without Palram's express written concurrence.

Owner and its installer are responsible to inspect all Products before installation. Palram and its suppliers accept no responsibility for liabilities, claims or expenses, including labor costs, where products with visible defects have been installed.

PALRAM EXPRESSLY DISCLAIMS ANY AND OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE.

UNDER NO CIRCUMSTANCES WILL PALRAM BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND PALRAM'S LIABILITY WITH RESPECT TO DEFECTIVE OR NONCONFORMING PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF ALL OR A PRO-RATED PORTION OF THE NONCONFORMING PRODUCTS, AS DESCRIBED ABOVE.

These Warranties give specific legal rights. Some countries, states, provinces or other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. You may have other rights that vary by country, state, province or other jurisdiction.

These Warranties shall only apply to Products sold and installed in the United States of America, Canada, Central America and South America.