



Parkay Decking Warranty

Parkay Floors® Warranty Terms

1. Limited Warranty

1.1 Parkay Floors® guarantees to the original purchaser of Parkay Floors® products that under normal use and when installed in accordance with Parkay floors® written instructions, and when used and maintained in an above-ground application, Parkay Floors® products will not:

- Splinter
- Delaminate
- Rot
- Termite damage
- Structural damage caused by insects

For products used for private purposes, the warranty period is:

Parkay Floors® product	Warranty Period-Residential	Warranty Period- Commercial
	25 years	10 years

2. Pro-Rated Warranty Schedule

RESIDENTIAL

Refund Amount	Time After Original Purchase
100%	0-5 years
70%	5-10 years
50%	10-15 years
30%	15-20 years
10%	20-25 years
0%	≥25 years

COMMERCIAL

Refund Amount	Time After Original Purchase
100%	0-2 years
50%	2-6 years
50%	6-10 years
0%	≥10 years

The limited warranty provided by Parkay Floors® constitutes warranty sets forth the entire warranty and responsibility of Parkay Floors® the purchase and/or use of any Parkay Floors® product constitutes acceptance by the purchaser and/or user of and agreement to these terms.

2.1 Parkay Floors® does not assume any responsibility for product problems caused by the following reasons.

- 1) Improper installation according to the installation guide of Parkay Floors® including, but not limited to improper reserved size, gap size, drainage system, joist installation, incorrect fitting use, etc.
- 2) Use beyond the scope of application of the product, or fail to follow the guidelines of Parkay Floors®, and comply with local building code regulations.
- 3) Any uncontrollable factor, such as: flooding, hurricane, tornado, wind, earthquake, lightning, hail, wars, etc.
- 4) Application of surface treatments or other chemical substances including, but not limited to paints, stains, cleaners, coatings or pesticides.
- 5) Color deviation, fading, spotting, staining or other discoloration, deformation, or small cracks caused by normal weathering, mold, mildew, or other fungal growth, organic materials, metal rust (including but not limited to rust or corrosion of any fasteners) or other environmental pollutants, and foreign substances as dirt, 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 colored surface to gradually fade, flake, chalk or accumulate dirt or stains).
- 6) Defects caused by improper use, improper storage and improper loading and unloading, improper maintenance,

abuse or neglect of the product by the purchaser, the transporter or any other third party.

- 7) Fragmentation and damaged caused by man-made or hard objects.
- 8) Ordinary wear and tear, impact from objects or any fasteners not supplied or approved by Parkay Floors®.
- 9) Damage resulting from casualty, fire or exposure to heat source such as cooking devices or retro-reflective surfaces.
- 10) Within the maximum permitted scope of the law, Parkay Floors® does not need to bear the cost of dismantling and installing damaged products, and the handling and transportations costs of replacement products. Under no circumstances will Parkay Floors® be liable for any damage (any nature or description) beyond the actual purchase price of the defective product, and pay for it according to the proportion specified in this warranty.

2.2 Parkay Floors® does not authorize any individual or entity to provide any warranty service other than this warranty. Parkay Floors® makes no other representation, guarantee or warranty regarding any Parkay Floors® product. No one is authorized to make any representation, guarantee or warranty on Parkay Floors's behalf. Please visit www.parkayfloors.com. When Parkay Floors® and the purchaser sign this warranty, the terms and conditions may not be changed.

2.3 No warranty is given with respect to any fasteners other than the Parkay Floors® fasteners.

2.4 Parkay Floors® does not provide architectural or engineering services. Parkay Floors® makes no express or implied warranty or representation as to the suitability of the Parkay Floors® Products.

2.5 Parkay Floors's replacement obligation allows Parkay Floors® to provide products as close color, design and quality to the original installation as reasonable possible, in Parkay

Floors's discretion and determination. Purchaser acknowledge that Parkay Floors® does not guarantee exact match as colors and designs may change.

3. Claim Procedure

- 1) Purchaser's original proof of purchase.
 - 2) The proof of purchase also shows (1) the date of the original purchase and (2) that sufficient Parkay Floors® product has been purchased to cover the number of lineal feet claimed to be damaged.
 - 3) All warranty claims must be received by Parkay Floors® 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 Parkay Floors® product.
 - 4) All warranty claims should be sent as follow:
Parkay Floors
Claim Department
2400 S Gelman Place
Tampa, FL 33619
email: claims@parkayfloors.com
 - 5) At Purchaser's sole expense, has to make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected. the Purchaser must allow a Parkay Floors® representative to enter upon Purchaser's property to inspect the alleged nonconforming products prior to Parkay Floors® having completed its claim investigation and, should Purchaser violate these requirements, such violation shall serve to invalidate and terminate the Limited Warranty provided by Parkay Floors®. No Parkay Floors® products shall be returned to Parkay Floors® unless directed and authorized by Parkay Floors® in writing to do so. Any removal or disposal of defective Parkay Floors® products shall be at Purchaser's sole cost and expense.
4. "Dispute" will be given the broadest possible meaning allowable under law. Purchaser and Parkay Floors® 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. If you and Parkay Floors® do not resolve any dispute by informal negotiation any effort to resolve the dispute will be conducted exclusively by Binding arbitration, and you are giving up the right to litigate (or participate is as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator. Arbitration Procedure, Costs, fees and Incentives. Any arbitration will be conducted by the American arbitration association (the “AAA”) under its Commercial arbitration Rules. For more information, see www.adr.org or call +1-800-778-7879. In any dispute seeking less than \$10,000 in damages, Parkay Floors® will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees if you are the prevailing party. You agree to commence arbitration only in your county of residence or New London, NC, USA.