

ONDEK VINYL WORX and the approved ONDEK VINYL WORX Applicator/Contractor warrant, subject to the terms, conditions and limitations set forth herein, that under normal use ONDEK VINYL WORX shall be free from manufacturing defects (evidence by proof of purchase) which results in water leakage during the term as set out below for the ONDEK VINYL WORX product installed:

ONDEK VINYL WORX - Ultra SERIES (68mil) vinyl membrane comes with a fifteen (15) year limited warranty on the Material and a five (5)-year limited warranty on Appearance.

If during the warranty period, should the vinyl membrane fail to perform the waterproofing function for which it was intended, within the fifteen (15) year period, ONDEK VINYL WORX will at its option:

- a) If a problem occurs and is reported in writing to ONDEK VINYL WORX within 10 years of the installation date, the affected area will be replaced with same (or similar) color or grade of membrane, and ONDEK VINYL WORX will afford all materials and labor.
- b) If a problem occurs and is reported in writing after ten (10) years and within fifteen (15) years of the installation date, ONDEK VINYL WORX will provide the membrane only for replacement and the customer will be responsible for all other products and the installation costs.

NOTE: The customer understands that ONDEK VINYL WORX and the Applicator/Contractor are two separate corporate entities. The customer also understands that the Applicator/Contractor is solely liable for all installation related repairs. ONDEK VINYL WORX will warrant all ONDEK VINYL WORX supplied products to the customer but the Applicator/Contractor will always be liable to facilitate any repairs required.

This warranty will only be in effect if the following has happened:

- a) That the ONDEK VINYL WORX membrane was installed in accordance with ONDEK VINYL WORX Installation standards, using only ONDEK VINYL WORX approved sundry products installed by an approved ONDEK VINYL WORX Applicator/Contractor.
- b) The full purchase price has been paid to ONDEK VINYL WORX and to the ONDEK VINYL WORX Applicator/Contractor.
- c) ONDEK VINYL WORX has received written notice promptly of the warranty claim from that Applicator/Contractor and or customer that ONDEK VINYL WORX has acknowledged, in writing to the Applicators/Contractors and customer, that the alleged defects are covered under this warranty.

TERMS AND CONDITIONS

1. No implied warranties including warranties of merchantability and fitness for a particular purpose extend beyond the term of this written warranty. No representative has any authority to make any representations other than those stated herein.

2. This warranty shall not be applicable to damage or loss caused in whole or in part by:

- a) Natural disasters, including but not limited to lightning, wind or hail.
- b) Any and all acts of vandalism, negligence or misuse.
- c) Repairs or alterations to the deck without written authorization from ONDEK VINYL WORX.
- d) Settling, warping or failure of the structure to which ONDEK VINYL WORX is attached.
- e) Checking, joint expansion (causing seam lines), lifting or any other problems related to the type of plywood used or how it was secured to the deck structures.
- f) Infiltration of moisture, in any form, in, through, around and above the walls of the building.
- g) Lack of proper venting of the deck structure itself.
- h) Failure of any and all materials not furnished by ONDEK VINYL WORX.
- i) Damage caused by foreign chemicals being introduced either to the surface of the vinyl or coming in contact with the underside of the vinyl through either the glues used or chemicals gassing out of improperly cured plywood.
- j) Problems resulting from moisture including fungus, discoloration, alkali, condensation, or hydrostatic pressure.
- k) Color variations from samples or printed illustrations compared to actual production runs. Fading or reduction of gloss due to weathering and or use.
- l) Premature degradation caused by standing water on an improperly sloped deck.
- m) Damaged caused by reflection of the sunrays from windows or other metallic reflective components.
- n) Excess traffic.

3. ONDEK VINYL WORX warrants the surface appearance of the membrane for five (5) years. Should a warranty claim for excessive discoloration or fading, beyond what is normal wear and aging be received in writing by

ONDEK VINYL WORX within two (2) years of installation, ONDEK VINYL WORX at its sole discretion, will replace or repair the affected area at ONDEK VINYL WORX cost.

Should a warranty claim for excessive discoloration or fading, beyond what is normal wear and aging be received in writing by ONDEK VINYL WORX after two (2) years and within five (5) years of installation, ONDEK VINYL WORX at its sole discretion, will supply materials only to replace or repair the affected area. The customer will be responsible for all other products and the installation costs.

4. The above-mentioned products require a sealant (caulking) in numerous areas. This sealant is subject to annual inspection and maintenance by the Building Owner. ONDEK VINYL WORX or the Applicator/Contractor are not responsible for damages arising from improper maintenance of this sealant after the first complete year of this warranty. However, the Applicator/Contractor will supply, at a cost, the proper sealant to maintain the quality of the installation.

5. To the extent allowed by the laws of each province or state, the remedies provided under the terms of this warranty state the limit of ONDEK VINYL WORX responsibilities.

6. The following items, including but not limited to, are not the responsibility of ONDEK VINYL WORX or the Applying Contractor during the repair or re-coating process;

- a) Removal and replacement of siding, stucco, railings, hot tubs, planters, furniture, carpeting or any other materials either permanently or temporarily attached to the decking.
- b) Cleaning the deck; replacement of the vinyl or re-coating may require the application of a sealer. It is the responsibility of the owner to provide a clean surface for maximum adhesion of the new surface.
- c) Color matching of the membrane

7. This warranty does not cover membrane appearance problems such as fading or discoloration resulting from but not limited to: lack of adequate protection of the surface during construction or remodeling; weathering; pedestrian traffic; misuse; neglect; hydrostatic pressure; fungus or bacterial growth; biodegradable matter; incompatible materials; problems due to inadequate slope of the surface, improperly positioned drains, or building settling which results in ponding water; or nails, screws or substrate seams or cracks which become visible.

To be completed by ONDEK VINYL WORX Applicator/Dealer:



Date: _____

Authorized Dealer: _____ Customer Name: _____

Jobsite Address: _____ Customer Phone # _____

Signature: Applicator/Dealer: _____