



**skai® IntelliDeck® Limited Warranty**

O’Sullivan Films, Inc. (hereinafter “O’Sullivan”) warrants to each factory trained IntelliDeck® Installer that originally purchases and installs O’Sullivan skai® IntelliDeck® (“Purchaser”) that the skai® IntelliDeck® purchased by such Purchaser will be free of material and manufacturing defects in the product which result in the product leaking within 15 years from the invoice date for the original purchase for a residential application. At no time shall O’Sullivan be responsible for labor associated with a claim. O’Sullivan warrants to the Purchaser that the surface appearance of the membrane for a period of 5 years after the invoice date for the original purchase will not demonstrate a non-uniform fading or color change or other aesthetic shortcomings over and above what would be considered as natural aging. Although the product is UV stabilized, color fading is normal and can occur. A Gray Scale color rating change of “3” is considered normal.

Terms of the warranty require exclusive use of skai® IntelliDeck® decking material and approved adhesives provided by O’Sullivan. Claims found to be caused by failure of materials not furnished by O’Sullivan will void the warranty. Any failure to follow the skai® IntelliDeck® “care and cleaning guidelines” also will void the warranty. This warranty applies only to skai® IntelliDeck® that is installed in residential applications in the contiguous United States.

For the warranty to apply, the skai® IntelliDeck® system must be installed by a factory-trained IntelliDeck® Pro Installer following currently approved installation methods. The installer is an independent contractor and not an agent of O’Sullivan Films.

O’Sullivan will not assume damage or loss, in whole or in part caused by: negligence, alterations, accidents, acts of God or natural disasters (including but not limited to hail), improper installation and the failure of any and all materials not furnished for the project by O’Sullivan, premature degradation caused by standing water on improperly sloped decks, vandalism and abuse, damage caused by foreign chemicals or cleaning agents being introduced either to the surface of the vinyl or coming in contact with the underside of the vinyl through chemicals in woods, foreign matter or contaminants causing excessive wear, damage from metal chairs, use of IntelliDeck® beyond the normal recommended use and service conditions or in an application not recommended by IntelliDeck®’s guidelines and local building codes; movement, distortion, collapse, or settling of the ground or the supporting structure on which IntelliDeck® is installed, growth of mold, fungus, or spreading bacteria and damage caused by reflection of the sunrays from “Low E” windows or other metallic reflective components.

For the purpose of this warranty a “residential application” refers to an installation of IntelliDeck® on a single and multi-family residence. Please contact O’Sullivan Films, Inc for any clarifications.

Except for the limited warranty expressly set forth herein, O’Sullivan makes no warranty whatsoever with respect to skai® IntelliDeck®, including any warranty of merchantability or warranty of fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. O’Sullivan shall not be liable for a breach of the warranty set forth herein unless: (i) Purchaser gives written notice of the defect, reasonably described, to O’Sullivan within 30 days of the time when Purchaser discovers or ought to have discovered the defect; (ii) O’Sullivan is given a reasonable opportunity after receiving the notice to examine the skai® IntelliDeck® material; and (iii) O’Sullivan reasonably verifies Purchaser’s claim that the skai® IntelliDeck® material is defective.

If a valid warranty claim hereunder is made during years 11-15 after the invoice date for the original purchase for a residential application, recovery will be prorated. If O’Sullivan elects to provide replacement materials, it may replace the percentage listed below of product otherwise meeting the requirements for a claim, or if it elects to refund the purchase price, it may refund the percentage listed below of the purchase price of product otherwise meeting the requirements for a claim.

|   |  |              |  |              |  |              |  |              |
|---|--|--------------|--|--------------|--|--------------|--|--------------|
| Year of Warranty Claim: Percentage Recovery |  |              |  |              |  |              |  |              |
| YEAR 11: 50%                                |  | YEAR 12: 40% |  | YEAR 13: 30% |  | YEAR 14: 20% |  | YEAR 15: 10% |

The election to replace material or refund purchase price in accordance with the immediately preceding sentence shall be made by O’Sullivan in its sole discretion, and such replacement or refund shall be Purchaser’s sole and exclusive remedy and O’Sullivan’s sole liability for any breach of the limited warranty set forth herein. In no event will O’Sullivan be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues or diminution in value.

**PRODUCT REGISTRATION FORM**

info@intellideck.us

|                                 |  |
|---------------------------------|--|
| INSTALLATION COMPANY: _____     | O’SULLIVAN INVOICE #: _____                |
| COMPANY ADDRESS: _____          | TELEPHONE: _____                           |
| SIGNATURE OF COMPANY REP: _____ | PRODUCT: _____                             |
| OWNER’S NAME: _____             | APPROX. COVERAGE (FT <sup>2</sup> ): _____ |
| OWNER’S ADDRESS: _____          | TELEPHONE: _____                           |
| OWNER’S EMAIL: _____            | DATE: _____                                |
| OWNER’S SIGNATURE: _____        | DATE OF INSTALLATION: _____                |

This warranty only becomes valid upon receipt and acceptance, by O’Sullivan Films, of the product registration form. O’Sullivan will acknowledge acceptance of this form in writing. This pro-rated limited warranty extends to the original purchaser only and is non-transferrable.