



SimplyDeck 25-year Limited Residential Warranty

****IMPORTANT - Read this limited warranty carefully before purchase and installation of SimplyDeck Fasteners.**

SimplyDeck warrants to the original purchaser ("Original Purchaser") that for the warranty period set forth below your SimplyDeck fastener will, under normal and proper service conditions and subject to the exclusions contained in this limited warranty, remain free from material and manufacturing defects and will not decay when installed in accordance with SimplyDeck installation instructions. As used in this limited warranty, "Original Purchaser" means the specific individual or individuals who owned the "residence" when the SimplyDeck fasteners were installed at said Original Owner's residence; and residence; "residential" or "residential application" refers to the private residence or place where the owner lives and does not include a commercial or business property, use or application. SimplyDeck's limited warranty is available only to the Original Purchaser when the fastener is used in a residential application.

The terms of this limited warranty shall be twenty-five (25) years from the date of the original purchase for a residential application. In the event a material or manufacturing defect occurs within the warranty period, the Original Purchaser shall notify SimplyDeck and follow the "Warranty Claim Procedures" contained herein. SimplyDeck's sole responsibility under this limited warranty shall be, at its choice, to replace a SimplyDeck fastener that is determined to be defective, or refund a portion of the purchase price paid by the Original Purchaser for said SimplyDeck fastener. SimplyDeck's limited warranty is limited to the replacement of the fastener or refund of the purchase price, as set forth herein, and does not include the cost of labor, including, but not limited to, the cost of initial installation or replacement installation.

In order for SimplyDeck’s limited warranty to be applicable, the Original Purchases shall ensure the proper Simply Deck fastener is compatible with the deck boards recommended for the specific SimplyDeck fastener and the deck boards are installed in accordance with the framing, and other requirements, as set forth by the manufacturer of the deck boards.

SimplyDeck’s limited warranty is a non-transferable warranty and is not available to anyone other than the Original Purchaser. Any warranty claim must be made by the Original Purchaser of SimplyDeck fasteners by filing a warranty claims on-line at SimplyDeck.com, by clicking on warranty claim.

Residential			
25 year warranty			
Years	Recovery		
1-10	100%		
11-15	50%		
16-20	30%		
21-25	10%		

SimplyDeck’s limited warranty contained herein is the only express warranty that SimplyDeck makes for the SimplyDeck fastener. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. ***All implied warranties of merchantability and implied warranties of fitness for a particular purpose are excluded to the extent allowed by law, and if not subject to exclusion to the extent allowed by law, then limited to the time periods covered by SimplyDeck’s express written limited warranty contained herein. There are no warranties which extend beyond the description on the face hereof as contained in this limited warranty.***

Incidental and Consequential Damages Not Covered Your SimplyDeck limited warranty does not cover any incidental or consequential damages connected with any failure of your deck fastener, either while under warranty or afterward. Examples of such damages include but are not limited to: Lost time; Inconvenience; The loss of the

use of your deck; The loss of personal or commercial property; Injury to property proximately resulting from any breach of warranty; and The loss of revenue. Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

Other Exclusions Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: Commercial applications or non-residential use; Failure to install your deck fastener according to SimplyDeck's installation instructions; Using your deck fastener with deck boards that are not approved for use with your SimplyDeck fastener; Failure to install approved deck boards in accordance with the framing, and other requirements, as set forth by the manufacturer of the deck boards; Using your deck fastener where the crown joist exceeds one-quarter inch (1/4") difference in height with conjoining/abutting joists; Inadequate or improper framing of the deck; Physical or mental injury; Fire or accident; Abuse or negligence; Misuse — for example, using your deck fastener for any purpose other than it was intended or overloading; Tampering with, or modifying, your deck fastener, or with a part that could affect the deck fastener; Use of used deck fasteners, even if they were originally supplied by SimplyDeck; Damage from external objects or forces; Environmental factors; Negligence.