



Limited Warranty

ThruFlow™ 4G decking materials, including the Aquadek™ decking panel (hereinafter referred to as “ThruFlow product(s)”) are warranted by the manufacturer ThruFlow Inc. (hereinafter referred to as the “manufacturer”), subject to the terms and conditions set out below, to be free from defects in material and workmanship that;

- a) Occur as a direct result of the manufacturing process;
- b) Occur under normal use and service;
- c) Occur during the warranty period as set out below; and
- d) Results in cracking, splitting, peeling, blistering, cupping, rotting or structural defects from termites or fungal decay, or colour fade from light and weather in excess of 5 Delta E (CIE) Units.

The term of the limited warranty period is twelve (12) years from the documented date of purchase by the wholesaler, distributor or retail purchaser (hereinafter collectively referred to as “the Purchaser”) for residential and commercial applications.

This limited warranty is void if any of the following occurs;

- a) Improper installation and/or failure to abide by the manufacturer’s installation guidelines;
- b) Movement, settling, distortion, or collapse of the ground or supporting structure in which the manufacturer’s decking panels are installed;
- c) Naturally occurring events such as earthquakes, tornados, hurricanes, lightning, flooding or Acts of God;
- d) Improper handling or storage, neglect or misuse;
- e) Failure of the Purchaser to comply with the product specifications for use and weight in accordance with the guidelines set out on the manufacturer’s website; or
- f) Failure to comply with the warranty claim process as set out below, in the manufacturer’s sole and absolute discretion.

This limited warranty is applicable only to the original purchaser as defined herein, and is not assignable, transferable, and shall not enure to the benefit of the Purchaser's successors, assigns, executors, administrators, affiliates, subsidiaries and any predecessor and related corporations.

There are not, and shall not, be any verbal statements, representations, warranties, undertakings or agreement other than the limited warranty as set out herein. The manufacturer does not assume liability to the Purchaser for any damages, whether general, special, incidental, direct, indirect, inconsequential or punitive, including but not limited to personal injury, property damage, damage to or loss of product, lost profits or revenue arising from the use of ThruFlow products or any breach of the warranty herein.

WARRANTY CLAIM PROCESS

If the ThruFlow product should show any defects in material and workmanship as outlined above, the Purchaser shall notify the manufacturer in writing within thirty (30) days of discovering the alleged defect and prior to beginning any repair or alteration to the ThruFlow product, as follows;

1. Contact your local sales rep or call 1-888-478-3569, ext. 115. You will be required to provide the following information;
 - a) Original receipts/Sales invoice showing date of purchase;
 - b) End users name/address and contact details;
 - c) Installation location in case a site visit is necessary; and
 - d) Pictures of any defects (reason for the claim), picture of entire dock and number of panels, colour and size.
2. Send the above noted information by fax or regular lettermail to 700 Gillard Street, Wallaceburg, Ontario, N8A 4L3, Canada, fax number: 1-888-478-3569.
3. Once all of the above information is submitted, the claim will be reviewed. The Purchaser shall allow the manufacturer, within a reasonable period of time after the manufacturer has received notice of the alleged defect, to inspect the alleged defective product.

4. If the manufacturer determines that the ThruFlow product is defective in accordance with the terms of this warranty, the manufacturer shall replace the defective product or refund the original purchase price of the defective material, in the manufacturer's sole and absolute discretion. The manufacturer will attempt to provide a replacement product as close to the original colour of the ThruFlow product to be replaced as possible, however the manufacturer does not guarantee an exact match. The manufacturer shall not be liable for any labour, installation or removal costs in connection with the said claim.

If the manufacturer decides to replace the defective product as set out above, the Purchaser shall have two options:

- (a) Remove the panels and send them back to the manufacturer, with the shipping costs to be the responsibility of the Purchaser. The manufacturer, once they are in receipt of the product, will send the same number, colour and size of panels to the Purchaser at no additional shipping cost to them; or
- (b) The Purchaser shall purchase the correct number, colour and size of panel(s) to replace the defective product, and the Purchaser shall then send the defective product and documented proof of purchase of the replacement product back to the manufacturer, at the expense of the Purchaser, for full replacement credit.

In the event of replacement of the defective product as set out above, the replaced portion of the ThruFlow product will be warrantied for the full warranty period with the same terms and conditions as stated above.