



"TurboClip" is a registered trademark of Avon Plastics Inc., doing business as Avon Plastics. The purchase of TurboClip is an acceptance of the terms of this limited warranty which constitutes the entire responsibility of the product's manufacturer. Read this warranty carefully before purchasing or installing these products as improper use or installation may nullify the warranty.

#### **LIFETIME LIMITED WARRANTY RESIDENTIAL**

TurboClip, warrants to the original purchaser ("purchaser", "you" or "your") that for the life of the product as set forth below as the Warranty Period that TurboClip will, under normal service conditions, remain free from material and/or manufacturing defects, and will not crack or rust, when installed, used and maintained above ground and in conformance with TurboClip's written instructions.

As used in this limited warranty, "original purchaser" means the person or persons who owned the property on which TurboClip was originally installed; a "residential application" is an installation of TurboClip in an owner-occupied residence; and "Lifetime Warranty" is used to define the expected life of the product which is 25 years.

#### **WARRANTY TERMS AND CONDITIONS**

Avon Plastics warrants the performance of TurboClips when, properly installed, in accordance with manufacturers' installation instructions and all applicable building codes. Avon Plastics warrants that TurboClip will be, (1) free from defects in material and workmanship for the life of the Product, (2) will not rust or corrode for the life of the project in which the Product is first used, and (3) will not damage your chosen board. Should TurboClip fail within the warranty period, TurboClip will replace the non-conforming item as set forth below as long as it has been properly installed, used and maintained and the warranty claim procedure is followed.

The intended application of TurboClip is to be used with grooved wood (and other related products), composite, capped composite, and PVC decking products, including those manufactured by Trex, Fiberon, CPG Building Products (TimberTech and AZEK brands), Armadillo and other similar products. TurboClip is not to be used in association with aluminum, stone, or angled edge grooved deck boards, Avon Plastics will not warrant this application.

#### **DISCLAIMER OF IMPLIED WARRANTIES**

This Limited Warranty is the only warranty (whether written or oral, express or implied) Avon Plastics makes for your TurboClip Product; it is subject to all terms and conditions stated herein and no one (including, but not limited to a TurboClip dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. TurboClip makes no other representation, guarantee or warranty. No one is authorized to make any representation, guarantee or warranty on TurboClip's behalf, and TurboClip shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any TurboClip Product other than as expressly stated in this Limited Warranty.

THIS LIMITED WARRANTY COMPRISES TURBOCLIP'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH TURBOCLIP PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. TURBOCLIP EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE

BASIS OF ANY CLAIM OR LIABILITY, SHALL TURBOCLIP BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

#### **WARRANTY CLAIM PROCEDURE**

All claims and notices must be sent to:

TURBOCLIP WARRANTY DEPARTMENT  
210 AMPE DRIVE  
PAYNESVILLE, MN 56362  
PHONE: 320-243-7318  
FAX: 1-320-243-2077  
EMAIL: warranty@avonplastics.com

If a defect is discovered in a TurboClip product the purchaser must either make temporary repairs or cordon off the area, for safety reason, at purchaser's expense. If requested, purchaser must allow TurboClip or its agents onto purchaser's property to investigate the claim to determine what repairs or removal of materials may be undertaken.

No products shall be returned to TurboClip without TurboClip's written authorization.

Any removal or disposal of defective products shall be at the purchaser's expense after the first two (2) years of the warranty.

To make a warranty claim under this limited warranty, purchaser shall send a description of claim, photographs, proof of purchase and, proof of compliance in above paragraph.

#### **PURCHASER'S SOLE REMEDY**

Subject to the terms and conditions herein, TurboClip shall be responsible for the labor, removal and replacement costs with contractors of TurboClip's choosing for the first two (2) years of the warranty period. Thereafter, purchaser's sole remedy, and TurboClip's sole liability, for any claim whatsoever relating to the TurboClip Product or TurboClip Fastener, including without limitation any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of TurboClip Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes of regulations, or otherwise) or any claims that the TurboClip Products failed to perform as warranted above, is and shall be the replacement of the defective TurboClip Product with new TurboClip Product, as the case may be in an amount equal to the volume originally purchased as listed on the Prorated Warranty Schedule contained herein or the number of installation as reasonably possible, in TurboClip's discretion and determination, but TurboClip does not guarantee an exact match as designs may change. TurboClip may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

#### **Prorated Limited Lifetime Residential Warranty Schedule**

<b>Recovery</b>	<b>Year of Claim</b>
100%	2-10 years
80%	11-13 years
60%	14-16 years
40%	17-19 years
20%	20-22 years
10%	23-25 years
0%	After 25 years

#### **Prorated Limited 5 Year Commercial Warranty Schedule**

<b>Recovery</b>	<b>Year of Claim</b>
100%	1-2 Years
50%	3-4 Years
10%	5 Years
0%	After 5 Years

## **EXCLUSIONS AND LIMITATIONS OF CERTAIN DAMAGES**

In no event will TurboClip be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the TurboClip Products or resulting, directly or indirectly, from any defect in the TurboClip products, including but not limited to damage, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if TurboClip is expressly advised about the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you. In addition, this Limited Warranty does not cover and TurboClip shall not be liable for any installation, removal or reinstallation costs after the first two (2) years. TurboClip does not warranty against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation, requirements and recommendations of TurboClip and your choice of deck board products and/or failure to abide by your choice of deck board and Turbo Clip's written instructions and any applicable laws or building codes; (2) use of TurboClip and your choice of deck board products beyond normal use or in application not recommended or permitted by TurboClip's and your choice of deck boards written instructions and applicable laws and building codes; (3) movement, distortion, collapse or setting for the ground or the supporting structure on which TurboClip and your choice of deck board products are installed; (4) any Act of God including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.; (5) improper handling, maintenance, storage, abuse or neglect of TurboClip and your choice of deck board products by Purchaser or others; (6) impact from objects.

## **ADDITIONAL TERMS AND LIMITATIONS**

The suitability of the TurboClip Products for Purchaser's property for the installation and use of the TurboClip Products, including but not limited to whether the TurboClip Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property, is the responsibility of the Purchaser and/or its design professional, and not that of TurboClip. TurboClip does not provide architectural or engineering services. TurboClip makes no express or implied warranty or representations as to suitability of the TurboClip Products for, or actual performance, capabilities or operation of the TurboClip Products at, Purchaser's property or under the conditions of Purchaser's use.

Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (i) the TurboClip Product is not installed, maintained and/or used strictly in accordance with TurboClip's written instructions, and all applicable laws, codes and regulations; (ii) misuse of the product, whether foreseeable or unforeseeable; (iii) failure of properly and timely maintenance or repair; (iv) failure to provide timely notice to TurboClip of any failure or defect of the TurboClip Product.

## **CHOICE OF LAW**

The laws of the State of Minnesota shall govern any and all claims under this limited warranty including its limitations, interpretation or breach.