

TREX® LIMITED WARRANTY

Trex Company, Inc. (hereinafter “Trex”) warrants to the original purchaser (“Purchaser”) that, for the period of time set forth in the following sentence, under normal use and service conditions, Trex® products shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. The term of such warranty shall be twenty-five (25) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application. If a defect occurs within the warranty period, Purchaser shall notify Trex in writing and, upon confirmation by an authorized Trex representative of the defect, Trex’s sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

Notwithstanding the foregoing, (a) with respect to Trex® DeckLighting™, the term of the warranty for the LED lights and housing shall be seven (7) years, the term of the warranty for the dimmer, timer and transformer shall be three (3) years, in each case provided that a Trex transformer is used, and any other parts or accessories shall not be warranted, (b) with respect to hardware for the Trex® Surroundings® gate (gate frame, hinges and screws), the term of the warranty shall be five (5) years, (c) with respect to Trex Decorative Balusters, the term of the warranty covering the paint coating shall be ten (10) years, and shall be prorated in the following manner: 100% replacement for the first five (5) years; and 50% replacement for the next five (5) years, and (d) this warranty shall not apply to Trex Elevations® steel deck framing, Trex® Reveal™ aluminum railing and Trex Trim™ (which each have separate warranties).

For purposes of this warranty, a “residential application” shall refer to an installation of the Product on an individual residence, and a “commercial application” shall refer to any installation of the Product other than on an individual residence.

THIS WARRANTY SHALL NOT COVER AND TREX SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE TREX PRODUCTS OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.

With respect to a residential application, this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Trex products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Trex products were originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Trex, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Trex Company, Inc.
Customer Relations
160 Exeter Drive
Winchester, VA 22603-8605

Trex does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Trex products and/or failure to abide by Trex’s installation guidelines, including but not limited to improper gapping; (2) use of Trex products beyond normal use and service conditions, or in an application not recommended by Trex’s guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Trex products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains); (5) variations or changes in color of Trex products; (6) improper handling, storage, abuse or neglect of Trex products by Purchaser, the transferee or third parties; or (7) ordinary wear and tear.

No person or entity is authorized by Trex to make and Trex shall not be bound by any statement or representation as to the quality or performance of Trex products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Trex and Purchaser.

UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX’S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.

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