

dek-master®

Ducan Products Inc. guarantees to repair or replace any portion of the dek-master Messina 45mil vinyl sheeting which leaks as a result of a manufacturing defect in the product within 5 (five) years from the date of purchase.

TERMS, CONDITIONS & LIMITATIONS IN WARRANTY

- 1. The dek-master Messina 45 mil decking system must be installed following all currently approved installation methods from Ducan Products Inc.
- 2. Owner shall notify Ducan Products Inc. in writing for the need of any repairs covered herein promptly upon discovery and said repairs shall be commenced within a reasonable period of time after receipt of the said notice from Owner.
- 3. If there is a failure of the dek-master Messina 45 mil membrane within the scope of this warranty, Ducan Products Inc. agrees to repair or replace, at its option, the affected portion of the dek-master sheet vinyl with the same (or similar) color, design or grade of material. Ducan Products Inc. shall under no circumstance be liable for damage to the building or the contents of the building arising out of contract, tort or other action. No implied warranties extend beyond the term of this written warranty. No representative has authority to make any representations other than those stated herein.
- 4. To the extent allowed by the laws of each Province or State, the remedies provided under this warranty state the limit of Ducan Products Inc. responsibility.
- 5. This warranty shall not be applicable to damage or loss caused in whole or in part by:
 - a) natural disasters, including but not limited to acts of nature, wind, lightning, floods, hail, earthquakes;
 - b) acts of vandalism, terrorism, negligence, misuse, abnormal usage or abuse;
 - c) repairs or alterations to the deck without written approval;
 - d) settling, warping, or the failure of the structure to which the dek-master Messina 45 mil has been applied to:
 - e) problems arising from improper preparation of the substructure or the materials used in the construction of such surface;
 - f) infiltration or condensation or moisture in, through, around, or above the walls of the building;
 - g) failure of materials not approved or furnished by Ducan Products Inc.;
 - h) pooling water caused by inadequate slope, improperly posistioned drains or improperly positioned vinyl or settling of the building structure;
 - i) failure of the structure to prevent ingress of wind, vapour diffusion or precipitation into the system;
 - j) growth of fungus, mold or the spreading of bacteria.
- 6. Ducan Products Inc. warrants the surface appearance of the dek-master Messina 45 vinyl for 3 years. Should the dek-master sheet vinyl, when installed and maintained in accordance with Ducan Products Inc. recommendations demonstrate excessive discoloration blotchiness or any other aesthetic flaw over and above it's natural aging process, Ducan Products Inc. shall replace or re-coat the affected area(s) in the following manner:
 - a i) If the problem occurs on dek-master Messina 45 mil and is reported in writing to Ducan Products Inc. after
- the first two (2) years and within three (3) years of the installation date, Ducari Products inc. shall provide vinyl material only for replacement (or re-coating) and the customer will be responsible for the installation and labor costs.
- 7. This warranty does not cover vinyl sheeting appearance problems, such as, fading, discoloration, or color variance resulting from, but not limited to: Chlorinated cleaners; pedestrian traffic weathering; misuse, neglect; hydrostatic pressure; fungus or bacterial growth; biodegradable matter; problems due to material lot number discrepancy; inadequate slope of deck; improperly installing the vinyl sheets in differing directions; improperly positioned drains, vinyl seams or building settling which results in pooling water; or nails, screws or substrate seams or cracks which become visible.
- 8. The following items, including but not limited to, are not the responsibility of Ducan Products Inc. during the repair or re-coat process;
 - a) removal and replacement of siding, stucco, railings, hot tubs, planters, furniture, carpeting or any other materials either permanently or temporarily attached to the decking area.
 - b) cleaning the deck; replacement of the sheet vinyl or re-coating application. It is the responsibility of the owner to present a clean surface for maximum adhesion of the new surface.
 - c) duplicating color of the sheet vinyl.
- 9. Ducan Products Inc. does not warranty dek-master vinyls installed on stairs.
- 10. Ducan Products Inc. may require caulking in a number of areas. This caulking is subject to annual inspection and maintenance by the building owners. Ducan Products Inc. is not responsible for damages which are a result of the failure of the caulking after the first complete year from the date of purchase.
- 11. Ducan Products Inc. reserve the right to suspend their obligations under this warranty if all bills for purchase of product and supplies have not been paid in full. Proof of purchase and payment must be presented to obtain warranty coverage.
- 12. The warranty is offered by Ducan Products Inc. Ducan Products Inc. is responsible for any materials related problems.
- The customer is responsible for the workmanship and will facilitate any necessary repairs if the current Ducan Products Inc. approved installation method has not been followed. If the project requires a building permit the customer is responsible for the workmanship and will facilitate any necessary repairs if the current building code is not followed. Building code requires 60 mil vinyl.