

OAKIO FADE LIMITED WARRANTY

THIS LIMITED WARRANTY (“THE LIMITED WARRANTY”) IS MADE AND GIVEN BY HUIZHOU OAKIO PLASTIC WOOD BUILDING MATERIALS CO., LTD. (“ HUIZHOU OAKIO ”). OAKIO CONDUCTS BUSINESS AND MANUFACTURES UNDER THE ASSUMED BUSINESS NAME OF OAKIO. ALL REFERENCES IN THIS LIMITED WARRANTY TO OAKIO ARE REFERENCES TO HUIZHOU OAKIO.

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY OAKIO TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY OAKIO ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR OAKIO PRODUCT. THE LIMITED WARRANTY PROVIDED BY OAKIO CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE OAKIO PRODUCT. THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF OAKIO. THE PURCHASE AND/OR USE OF ANY OAKIO PRODUCT CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

THIS LIMITED WARRANTY, IN SECTION 4, SETS FORTH A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE CLAUSE AND WAIVER WILL IMPACT HOW THE PURCHASER AND/OR USER MUST PROCEED IN RESOLVING ANY WARRANTY DISPUTE WITH OAKIO.

1. THE LIMITED WARRANTY

1.1 OAKIO warrants the stain resistance to the original purchaser (“Purchaser”, “you” or “your”) of the OAKIO products noted below that, for the specified Warranty Period, such products shall, (i) under normal and proper service conditions, (ii) when installed in accordance with OAKIO’s written instructions. For purposes of the Limited Warranty, the “original purchaser” means the individual or individuals who were the owners of the real property upon which OAKIO product was installed.

1.2 The term of the Limited Warranty (“Warranty Period”) for the OAKIO Proshield Decking, Proshield Cladding, Matshield Decking, and Elashield Decking shall be twenty five (25) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the OAKIO product was installed.

1.3 Stain Resistance: OAKIO warrants that the OAKIO Products named above are and will be from the date of residential consumer purchase for the term coverage stated above, resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a residential deck, provided that the OAKIO Products were installed, cared for and maintained in accordance with the OAKIO written instructions, the OAKIO Care and Maintenance found on www.oakio.com and the conditions stated in this warranty.

1.4 Exclusions from/Voiding Stain Warranty Coverage: OAKIO does not warrant its OAKIO

Products to be stain proof. When installed, cared for and maintained properly in the residential exterior deck environment, OAKIO Decking products provide stain resistance. However, no material is stain proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.

1.5 Without limitation on any other provision of this Limited Warranty, OAKIO does not warrant for stain resistance resulting from spilled or otherwise applied substances that are not properly cleaned with soap and water or mild household cleaners immediately.

1.6 All warranties are void and excluded in their entirety in any of the following events:

- Failure to install, care for and maintain the OAKIO Products in accordance with the OAKIO written instructions, and the OAKIO Care and Maintenance instructions found on www.oakio.com and the conditions stated below voids all warranties in their entirety.
- Use of abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items will damage the OAKIO Products and voids all warranties in their entirety.
- Direct or indirect contact with the OAKIO Products of extreme heat sources (over 120 ° C) voids all warranties in their entirety.
- Damaging, gouging, scraping or puncturing the surface of the OAKIO Products voids all warranties in their entirety.
- Paint or applying other coating materials to OAKIO Products voids all warranties in their entirety.

1.7 Compliance with the OAKIO Care and Maintenance Instructions is required and a condition precedent to any warranty or warranty claim. Without limitation on any other provision of this Limited Warranty to qualify for coverage, you must have tried cleaning the affected area of your deck using the instructions indicated within this document and within the Care and Maintenance Instructions provided online at www.oakio.com. If the affected area still remains unsatisfactory after you have tried these cleaning procedures, then you must have the affected area of your deck professionally cleaned at your expense. If the affected area remains unsatisfactory after the professional cleaning, you must contact OAKIO Consumer and Technical Support (+086-752-222845) and provide proof of the professional cleaning within 30 days of the professional cleaning.

1.8 OAKIO written instructions are available from your OAKIO dealer or your contractor or from OAKIO at www.oakio.com.

1.9 In the event of a failure of the above described OAKIO products within the applicable Warranty Period as warranted above, when properly installed, used and maintained in the manner required by this Section 1, OAKIO will replace the nonconforming item in the manner set forth in Section 2 below.

1.10 The Limited Warranty set forth herein is the only warranty (whether written or oral, express

or implied) OAKIO makes for the above described OAKIO products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to a OAKIO dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this limited warranty. OAKIO makes no other representation, guarantee or warranty regarding any OAKIO product. No one is authorized to make any representation, guarantee or warranty on OAKIO's behalf, and OAKIO shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any OAKIO Product other than as expressly stated in this Limited Warranty. THIS LIMITED WARRANTY COMPRISES OAKIO'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH OAKIO PRODUCTS. OAKIO DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. OAKIO EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL OAKIO BE LIABLE FOR ANY DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH EXCEED THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

2.OAKIO CLAIM PROCEDURE

2.1 In order to proceed with a warranty claim against OAKIO, the Purchaser must send to OAKIO a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming OAKIO product. All warranty claims should be forwarded to the address noted in Section 2.2 below. Purchaser's original proof of purchase must be from an authorized OAKIO product dealer. The proof of purchase must also show (1) the date of the original purchase and (2) that sufficient OAKIO product has been purchased to cover the number of linear feet or meter claimed to be damaged. All warranty claims must be received by OAKIO within the applicable Warranty Period and in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the OAKIO product.

2.2 All warranty claims should be sent as follows:

Huizhou Oakio Plastic Wood Building Materials Co., Ltd C
11th floor, Building 1, Huamao Building, Wenchang Road 2, Huizhou, Guangdong, China
Email: info@oakio.com

2.3 Upon discovering a possible defect of any OAKIO product, Purchaser shall, at Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected. Upon the written request of OAKIO, the Purchaser must allow a OAKIO representative to enter upon Purchaser's property to inspect the alleged nonconforming product. Purchaser is not authorized to make any permanent repairs or remove any of the OAKIO products prior to OAKIO having completed its claim investigation and, should

Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty provided by OAKIO. No OAKIO products shall be returned to OAKIO unless directed and authorized by OAKIO in writing to do so. Any removal or disposal of defective OAKIO products shall be at Purchaser's sole cost and expense.

3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

3.1 Purchaser's sole remedy, and OAKIO's sole liability to Purchaser, for (i) any claim whatsoever relating to the OAKIO product, (ii) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of OAKIO products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (iii) any claims that the OAKIO products failed to perform as warranted above, is and shall be limited to OAKIO's replacement of the defective OAKIO product. OAKIO shall not be responsible for the costs associated with the installation of the replacement OAKIO product or the disposal of the defective OAKIO product.

3.2 OAKIO's obligation to provide replacement product shall only be in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein or the number of defective OAKIO Fasteners. OAKIO's replacement obligation allows OAKIO to provide products as close in colour, design and quality to the original installation as reasonably possible, in OAKIO's discretion and determination. Purchaser acknowledges that OAKIO does not guarantee an exact match as colours and designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In OAKIO's sole and absolute discretion, OAKIO 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 Warranty Schedule

Recovery	25-Yr Commercial/Residential
	Year of Claim
100%	0-5 years
80%	6-10 years
60%	11-15 years
40%	16-19 years
20%	20-22 years
10%	23-25 years

3.3 Under no circumstances whatsoever shall OAKIO be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the OAKIO products or resulting, directly or indirectly, from any defect in the OAKIO products, including, but not limited to damage to, 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 OAKIO 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.

3.4 The Limited Warranty does not cover and OAKIO shall not be liable for any of Purchaser's installation, removal or reinstallation costs.

3.5 OAKIO does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to, in whole or in part, to: (i) improper installation of OAKIO products, (ii) failure to abide by OAKIO's written instructions,

(iii) failure to comply with any and all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping, (iv) use of OAKIO products beyond normal use or in an application not recommended or permitted by OAKIO's written instructions and applicable laws and building codes, (v) movement, distortion, collapse or settling of the ground or the supporting structure upon which OAKIO Products are installed, (vi) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair, (vii) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (viii) discolouration, fading, spotting or staining from or caused, in whole or in part, by mold, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains), (ix) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces, (x) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides, (xi) fading, flaking or other deterioration of any paints, stains or other coatings placed on the OAKIO Products, (xii) climate change, environmental conditions, static electricity or any cause beyond the control of OAKIO, (xiii) variations or changes in colour of OAKIO products, (xiv) improper handling, maintenance, storage, abuse or neglect of OAKIO products by Purchaser or any other party, (xv) ordinary wear and tear, (xvi) impact from objects or (xvii) any fasteners not supplied or approved by OAKIO.

3.6 No warranty is given with respect to any fasteners other than the OAKIO Fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that

manufacturer.

3.7 Purchaser and/or Purchaser's contractor or representative is solely responsible for determining the suitability of any OAKIO products for Purchaser's property and for the installation and use of any OAKIO products. Purchaser and/or Purchaser's contractor or representative shall be solely responsible for determining whether the OAKIO product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that OAKIO does not provide architectural or engineering services. OAKIO makes no express or implied warranty or representation as to the suitability of the OAKIO Products for, or actual performance, capabilities or operation of the OAKIO Products at, Purchaser's property or under the conditions of Purchaser's use.

3.8 All warranties provided by OAKIO, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: (i) the OAKIO product is not installed, maintained and/or used strictly in accordance with OAKIO's written instructions, (ii) the OAKIO product is not installed in accordance with all applicable laws, codes and regulations; (iii) the intentional or unintentional misuse of the OAKIO product, whether foreseeable or unforeseeable; (iv) the failure of Purchaser to properly and/or timely maintain or repair the OAKIO product; (v) the failure by Purchaser to provide timely notice to OAKIO of any failure or defect of the OAKIO product; or (vi) use of fasteners other than the OAKIO branded fasteners or approved hidden fasteners listed on www.oakio.com to the extent that the OAKIO product failures resulted from the use of non-approved fasteners.

4. BINDING ARBITRATION AND CLASS ACTION WAIVER

4.1 This section applies to any dispute between you and OAKIO relating to your OAKIO product which is not resolved as part of the warranty claim process. Purchaser may not proceed with any dispute resolution alternatives until and unless OAKIO and Purchaser fail to resolve Purchaser's claims during the warranty investigation process. "Dispute" will be given the broadest possible meaning allowable under law.

4.2 In the event of an unresolved warranty claim, Purchaser must provide written notice to OAKIO. Such written notice must (i) include a written statement of the facts, (ii) provide the name, address and contact information of the party giving it and (iii) the relief requested. You must send any Notice of Dispute by registered mail to Huizhou Oakio Plastic Wood Building Materials Co., Ltd, Claims Department, 11th floor, Building 1, Huamao Building, Wenchang Road 1, Huizhou, Guangdong, China, Email: info@oakio.com. Purchase and OAKIO agree to attempt resolution of such dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, Purchaser is authorized to commence arbitration.

4.3 BINDING ARBITRATION. IF YOU AND OAKIO DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all

disputes will be resolved before a panel of three neutral arbitrators, whose decision will be final and binding. Any court with jurisdiction over the parties may enforce the arbitration award.

4.4 CLASS ACTION WAIVER. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither nor OAKIO will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

4.5 Arbitration Procedure, Costs, Fees. Any disputes arising out of this Agreement, or any other issues related thereto, shall be exclusively brought to China International Economic and Trade Arbitration Commission (the “CIETAC”, [http://www.cietac.org/.](http://www.cietac.org/)) in Beijing in accordance with the then current Rules of the CIETAC. Each party shall choose one arbitrator and the two chosen arbitrators shall pick up the third arbitrator upon mutual agreement, and in case no agreement on the third arbitrator can be reached, the third arbitrator shall be designated by the president of the CIETAC. The arbitration hearings shall be conducted in Huizhou, China. The losing party shall bear the arbitration costs for both parties.

5. CHOICE OF LAW

5.1 The laws of the People’s Republic of China shall exclusively govern the interpretation of the Limited Warranty regardless of conflict of law principles.