EVA-LAST APEX PLUS 30-YEAR LIMITED WARRANTY

Apex PLUS

In this warranty the term "Eva-Last®" represents Eva-Last® Hong Kong Limited. The terms "you" and "your" refer to the original purchaser of an Apex® PLUS product. Modern consumer law encourages the use of plain language which is simple to read. In this warranty Eva-Last® has used plain language so that the warranty may be easily read and understood. The omission of jargon does not eliminate formal principles or operations of law with respect to this warranty in your jurisdiction.

This limited warranty is specific to only Apex® PLUS composite products.

It is natural and expected for any material in an exterior application to age and exhibit the effects of normal wear and tear. This process begins as soon as the material is installed and exposed to sun, rain, snow, etc. The lifespan of your Apex® PLUS product depends on environmental factors, including: the quality and workmanship of the installation, the local weather conditions, the intensity of received sunlight, pollution, application or usage, traffic volumes, cleaning, and care. Eva-Last® offers Apex® PLUS products with this warranty, subject to the exclusions, terms and conditions set forth to give you peace of mind in the event a product defect causes the failure of your Apex® PLUS product.

Obvious manufacturing defect warranty

Every Apex® PLUS product has a patent defect warranty. Eva-Last® warrants that your Apex® PLUS product will be free from obvious manufacturing defects when purchased. If your newly purchased product has a defect, contact the supplier where the goods were purchased and your defective products will be replaced.

Limited warranty

Eva-Last® warrants that the performance and integrity of the Apex® PLUS product will remain suitable for the intended application after installation and assembly for the period and to the extent defined in the table adjacent. The Apex® PLUS limited warranty is valid if the terms and conditions of sale, the terms of this warranty document and the usage and installation guides applicable to the product are all adhered to.

Eva-Last® warrants that during normal use Apex® PLUS products will not:

- Rip, tear, crack, break, splinter, flake or corrode.
- Become inherently unsound.
- Cup or deform, aside from taking the form of the surface or structure on which the product is installed.
- Delaminate or peel.
- Permanently discolour or lose its characteristic colour.
- Stain due to normal use - when thoroughly cleaned after a spill or stain occurs.
- Wear through the surface wear layer under normal traffic conditions for the application.
- Suffer attack by termites or insects.
- Exhibit mould or fungal decay.

Fade resistance

In normal usage, based on the application described by the relevant installation guide, Eva-Last® warrants that your Apex® PLUS product's colour will not fade more than 5 Delta E (CIE) Units for a period of 25 (twenty-five) years from the date of original purchase.

Stain resistance

Eva-Last® warrants that your Apex® PLUS product will be resistant to staining and discolouration from foods, beverages, household detergents and discolouration caused by mould, mildew or fungi provided that the affected areas are cleaned or the debris allowing the mould, mildew or fungi to grow is removed within one week of exposure.

In certain circumstances, a seemingly permanent stain may be eliminated by applying a reasonable cleaning measure. By purchasing your Apex® PLUS product you accept that you will promptly implement the reasonable cleaning measure Eva-Last® advises.

Although the base polymer of the Apex® PLUS product is broadly resistant to a wide range of substances Eva-Last® does not warrant that the product is stain-proof against all contaminants, and any contaminant must be promptly cleaned as outlined above and in accordance with the Eva-Last® Cleaning and Care Guide. Some contaminants are particularly highlighted as known risks in the care and maintenance guides.

Warranty schedule

The limited warranty for your Apex® PLUS product is effective from the date of purchase. The warranty on Apex® PLUS products replaced in the event of a warranty claim will expire at the end of the term starting on the original purchase date and the value warrantied as a percentage of the original purchase value is set out in the table below.

Prorated limited warranty schedule for residential applications

Years Since Original Purchase Date	Recovery
0 - 15	100%
15 - 16	72%
16 - 17	67%
17 - 18	62%
18 - 19	57%
19 - 20	52%
20 - 21	47%
21 - 22	42%
22 - 23	37%
23 - 24	32%
24 - 25	27%
25 - 30	25%

Prorated limited warranty schedule for commercial applications

Years Since Original Purchase Date	Recovery
0 - 10	100%
10 - 11	80%
11 - 12	60%
12 - 13	40%
13 - 14	20%
14 - 15	10%

Conditions

In certain cases, a product issue may be resolved by taking a corrective action, for example cleaning. In accepting of this warranty you agree to implement any reasonable corrective action recommended by Eva-Last®.

Your limited Apex® PLUS warranty is valid if the following installation and maintenance conditions are met:

- Installation in an application or use described in the current version of the relevant installation guide available at www.eva-last.com at the time of installation.
- Installation according to the principles described by the relevant installation guide current at the time of installation.
- Maintenance according to the instructions provided in the Apex® cleaning and care guide current at the time of cleaning.

Exclusions and limitations

- This limited warranty excludes cost of installation, removal of debris/waste, reinstallation of Apex® PLUS products, transportation, freight, taxes, including taxes arising from honouring a valid warranty claim, loss of time, disposal, incidental costs, and consequential damages of any nature and any cost arising from the negligence or gross negligence on the part of any person not employed by Eva-Last®.
- It is normal and expected for there to be colour variations between Apex® PLUS products due to variability in the components used to manufacture Apex® PLUS products or normal weathering. Therefore, colour inconsistency between samples, weathered Apex® PLUS product and new or replacement Apex® PLUS products is not a defect and is specifically excluded from this warranty.
- It is expected that darker, solid colours typically show scratches and dirt more easily and, therefore, require more maintenance than light colours. Similarly, very light colours soil easily and must be cleaned often. All colours require basic cleaning and care for optimal performance. This is not a defect and is specifically excluded from this warranty.
- It is expected that darker, solid colours have a higher surface temperature when exposed to sunlight and lighter colours a cooler temperature. This is not a defect and is specifically excluded from this warranty.
- Eva-Last® does not warrant against any characteristic, normal feature or quality of an Apex® PLUS product; for example, a very light colour Apex® PLUS product requiring additional cleaning.
- Although insects are unable to eat, burrow into or nest in an Apex® PLUS product, it is possible for insects to nest on an Apex® PLUS product. This is not a defect and is specifically excluded from this warranty.

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- Although Apex® PLUS products are resistant to the growth of mould, mildew and fungi, they cannot prevent mould, mildew and fungi growth upon organic debris resting on or trapped in the Apex® PLUS product. Such mould, mildew and fungi can create chemical by products which may discolour the Apex® PLUS product over time. In both cases this is not a defect and is specifically excluded from this warranty.
- Surface wear, scuffs, scratches, minor degradation, minor colour variation and variations in the gloss or reflectiveness of the surface layer, and polishing or abrasion caused by traffic are typical effects of normal usage of an Apex® PLUS product and are excluded from this warranty.

Eva-Last® does not warrant against:

- Improper installation of your Apex® PLUS product.
- Use of Apex® PLUS products outside normal use, or in an application not recommended by the applicable product installation guide and local building codes at the time of installation.
- Installation of Apex® PLUS products which exhibit obvious manufacturing defects but are installed despite those defects.
- Movement, distortion, collapse or settling of the ground or the supporting structure on which the Apex® PLUS products are installed.
- Damage caused by installing Apex® PLUS products on an unstable surface or structure.
- Damage caused by any natural disaster such as a flooding event.
- Damage caused by harsh or corrosive chemicals or cleaning agents, such as abrasive compounds, paints or stains, solvents, metallic rust, strong acids, or strong bases including alkalis including cementitious substances.
- Damage caused by foreign substances other than normal household substances. A chemical compatibility chart is available.
- Staining from substances that are not normally used in a household or office, for example: grease, oil, bitumen, rubber, or ink.
- Staining caused by exposure to unfixed pigments or unfixed dyes, such as those in fabrics, carpets and mats, book covers, magazines and newspapers and plastics.
- Damage caused by adhesives.
- Damage due to punctures, or cuts. Hard edged tools should not be used to remove snow ice or other debris from the surface of the product.
- Fading or staining not on the surface of the product (i.e., the underside or ends of the product).
- Damage caused by unusual energy sources, including fire and reflected sunlight from low-emissivity glass or any other abnormally high levels of energy.
- Damage caused by improper handling, transport, storage, abuse or neglect of the Apex® PLUS product by you or third parties.
- Damage caused by construction activities or construction trades.
- Damage caused by accident or intention.
- Damage caused by loads improperly rolled or dragged across the surface of your Apex® PLUS product. If in doubt, lift the object and carry it over your Apex® PLUS products areas.
- Damage caused by soccer boots, golf spikes, roller skates, skateboards, or high-heel shoes.
- Damage caused by impact from objects.
- Damage caused by factors that are beyond the reasonable control of Eva-Last®.
- Damage caused by any fixings or accessories not supplied by Eva-Last®.
- Damage caused by fabrication or remanufacturing by any party.
- Damage caused by applying abnormally heavy loads.
- Damage caused by failure to properly and promptly cleaned as specified in the Apex® PLUS products cleaning and car guide.
- Damage caused by furniture with sharp edges or improper castor wheels placed on your Apex® PLUS product.
- Uneven wear in your Apex® PLUS product caused by variations in traffic levels, such as doorways.
- Excessive wear due to the regular introduction of sand, grit or other hard abrasive particles onto your Apex® PLUS product without immediately removing the particles and cleaning the affected area.
- Damage caused by loads or conditions exceeding the design loads indicated in your local applicable building codes.
- Claims for damage due to any circumstance or cause other than normal use is specifically excluded from this warranty.

This limited warranty may have been printed or distributed by some other means such as PDF. Nonetheless, only the limited warranty offered by Eva-Last® at the time of purchase of your Apex® PLUS product shall apply.

Amendment or alteration

This warranty shall not be amended or altered. This limited warranty may not be transferred. This limited warranty applies to the original consumer of the Apex® PLUS product at the site of original installation. If an Apex® PLUS product is moved to a new installation site, it loses all warranties. No representative, employee or other agent of Eva-Last® or any person other than the directors of Eva-Last® has authority to assume for Eva-Last® any additional liability or responsibility against Eva-Last®.

Acceptance of this warranty

If you are not satisfied with the terms, conditions and limitations of this warranty, please immediately return all undamaged, marketable goods for a full refund at the place of original purchase.

By purchasing your Apex® PLUS product, you agree that you are bound by the terms, conditions and limitations of this warranty.

Terms and conditions of this warranty

You are solely responsible for the use and application of any and all Apex® PLUS products, including but not limited to determining the suitability of the Apex® PLUS product for the application, and compliance with all relevant building or safety codes. Eva-Last® shall not be bound by any statement or representation as to the performance of Apex® PLUS products other than those made by Eva-Last®. No person or entity is authorised by Eva-Last® to make such statements or representations.

This warranty is exclusive and in lieu of any other warranties expressed or implied as to the merchantability or fitness of Apex® PLUS products for a particular purpose or non-infringement against other products. Eva-Last® has made significant efforts to warn about the risks and hazards of installing an Apex® PLUS product. You as the customer assume all risk and liability associated with the construction and installation. Eva-Last® advises you to take the necessary steps to ensure the safety of all persons involved in construction and installation of your Apex® PLUS product, including but not limited to:

- Planning construction and installation sufficiently beforehand.
- Wearing/using suitable safety equipment.
- Working in appropriate environmental conditions.
- Ensuring that, where necessary, any design or inspection is undertaken by a suitably qualified or competent person.

If your Apex® PLUS product exhibits signs of failure, damage or degradation, it should be replaced or repaired immediately or not installed as it may otherwise become a safety hazard.

Notification of a claim

In the event that you believe your installed Apex® PLUS product to be defective, please go to www.eva-last.com and complete the warranty claim form. You will be required to submit evidence of purchase (such as a tax invoice), pictures of the affected products, and a detailed description within thirty (30) days following the discovery of the issue. If you fail to notify Eva-Last® of a product failure in time, all obligations of Eva-Last® under this limited warranty and all applicable implied warranties and conditions shall terminate. You will receive confirmation of receipt from Eva-Last® upon submission of your warranty claim. A consumer support team member will then contact you to begin processing your claim. When a claim is submitted, it must be evaluated using evidence gathered where the product is installed. It may be necessary to gather additional information from the installation site following the initial complaint. Upon accepting this warrant, you agree to assist Eva-Last® in processing your claim throughout the entire process. Failure to assist, including but not limited to preventing the warranty claim from being investigated or adjudicated, will result in termination of this limited warranty. If a valid warranty claim is approved, Eva-Last® will have a reasonable time after the approval to finalise your claim, or to implement a reasonable corrective action. No warranty claim can be entertained if the Apex® PLUS product is removed from the site of the failure or altered before an assessment and subsequent adjudication can take place.

Upon confirmation of a valid warranty claim, Eva-Last®, at its sole discretion, will either provide an authorised repair of the defective product, replace the defective product or refund a portion of the purchase price paid by the purchaser for such defective product prorated as per the warranty schedule applicable for the application. Replacement material will be as close as possible in colour, design and quality to the original material as reasonably possible, according to the discretion and determination of Eva-Last®. However, Eva-Last® cannot guarantee an exact match as colours and designs may change.

Severance and reconstruction of clauses

If any clause of this warranty is invalid or unenforceable, it does not cause this warranty to become invalid or unenforceable as a whole. Any invalid or unenforceable clause will be reconstructed to give the closest possible effect to the original clause possible in law in your jurisdiction.

Class action waiver

Except as otherwise prohibited by applicable law, you and Eva-Last® agree that any action between the parties to litigate a dispute arising from or related to the Apex® PLUS product or this warranty will be conducted solely on an individual basis, and neither party will consolidate, or seek class treatment for any action unless previously agreed to in writing by you and Eva-Last®.

Jurisdictional limitation

In certain jurisdictions, it is unlawful to limit the length of an implied warranty, certain associated costs or certain consequential damages covered under a warranty. If you have purchased and installed a Apex® PLUS product within such a jurisdiction, the length of an implied warranty, value of associated costs and consequential damages which can lawfully be limited by this limited warranty are limited to the fullest lawful extent.