

APEX PRODUCTS - 50 YEAR LIMITED WARRANTY

11/01/2021

1 INTRODUCTION

At Fortress Building Products, we stand behind every product we sell. However, it is normal for all products to age over time. Aging is a common occurrence for a product that is exposed to sun, rain, or any elements of nature. Predicting the life of the Product can be challenging since no two installations experience aging factors in the same way. The Product will age at different rates due to climate, UV index, quality of installation, usage, and many other factors that can cause aging. Fortress Building Products has provided the Owner with this Limited Warranty, subject to the terms and conditions set out herein to give the Owner peace of mind in the event a manufacturing defect as outlined below. If, for any reason, the Apex Products show signs of failure, damage, or deterioration, immediately replace or repair such Products to avoid potential safety hazards.

2 DEFINITIONS

2.1 The following terms and definitions are used in this APEX Limited Warranty:

2.1.1.1 **"Owner"** – the original registered owner (i.e. the registered title holder) of the immovable property where the APEX Products have been installed (**"the Owner's Property"**) at the time of the purchase and installation thereof;

2.1.1.2 **"the APEX Products" or "Products(s)"**- APEX Products used as Decking or OJP Cladding in Rainscreen Applications

2.1.1.3 **"Fortress"** – Fortress Building Products

2.1.1.4 **"Residential Application"**- the installation of the APEX Products in a single family residence;

2.1.1.5 **"Commercial Application"** – the installation of the APEX Products other than on a single-family residence;

2.1.1.6 **"Limited Warranty"** - this APEX Products Limited Warranty.

2.1.1.7 **"Date of Original Purchase"** – The 50 Year Limited Residential Warranty is applicable on all APEX product purchased on or after 11/01/2021. APEX products purchased prior to this date include a 30 Year Limited Residential Warranty. Visit <http://www.fortressbp.com/warranties>.

3 MANUFACTURING DEFECTS

For a period of **50 years** from the date of original purchase for Residential Application (and for a period of **15 years** from the date of original purchase for Commercial Application) Fortress Building Products hereby warrants to, and in favor of the Owner, that under normal use and proper service conditions, the APEX Products shall be free from material manufacturing defects and shall not splinter, rot or suffer structural damage from termites or fungal decay.

4 FADE RESISTANCE LIMITED WARRANTY FOR RESIDENTIAL APPLICATION

For a period of **50 years** from the date of original purchase for Residential Application, Fortress hereby warrants to, and in favor of the Owner, that the APEX Product's color will not fade from light and exposure to the elements of nature more than 5 Delta E (CIE) Units. While the APEX Product is designed to resist fading, Fortress does not warrant the APEX Product to be fade-proof as no material is fade-proof when exposed to UV rays and other elements of nature.

5 STAIN RESISTANCE LIMITED WARRANTY FOR RESIDENTIAL APPLICATION

5.1 For a period of **50 years** from the date of original purchase for Residential Application, Fortress hereby warrants to, and in favor of the Owner, that the APEX Products will be resistant to permanent staining resulting from food and beverage items typically present on a residential deck (e.g. mustard, ketchup, mayonnaise, barbeque sauce, soda, and coffee) spilled onto the surface of the APEX Product, or from mold and mildew naturally occurring in the environment.

5.1.1 However, no claim under this stain resistant warranty will be entertained unless the Owner shall have followed the following directions -

5.1.2 within **1 week** of exposure of the food or beverage to the surface of the APEX Product or, in the case of mold and mildew, within **1 week** of the first appearance of the mold and mildew, the Owner shall have attempted to clean the affected area using the cleaning procedures outlined in the Fortress Cleaning and Care Guide (available at <https://fortressbp.com/maintenance-care>)

5.1.3 if the stain is still unreasonably visible after completing the cleaning procedures outlined in the Fortress Cleaning and Care Guide, the Owner must then have had the affected area cleaned by a professional cleaner at the Owner's expense within **2 weeks** of exposure of the food or beverage to the surface of the APEX Product or, in the case of mold and mildew, within **2 weeks** of first appearance of the mold and mildew; and

5.1.4 if, after completing the directions in 5.1.2 and 5.1.3 above, the stain still remains unreasonably visible, the Owner must lodge a claim in writing (as more fully set out in the Warranty Claims Procedure in 8) within 30 days after the professional cleaning was completed.

5.2 Fortress does not warrant that the APEX Product is stain-proof and does not provide warranty coverage from spilled food or beverage substances, or from mold and mildew, if the stained product is not promptly and properly cleaned as set out in 5.1.1 outlined above, and in accordance with the Fortress Cleaning and Care Guide (available at <https://fortressbp.com/maintenance-care>). Additionally, because mold and mildew can settle and grow on any outdoor surface, including this APEX Product, the Owner should periodically clean and remove dirt and pollen from the APEX Product that can feed mold and mildew.

6 TRANSFERABILITY

Should the Owner sell, donate, bequeath and/or alienate the Owner's Property to a third party ("**the Owner's successor-in-title**") within 5 years from the date of original purchase, then this Limited Warranty shall be capable of a ONCE OFF transfer to the Owner's successor-in-title. To avoid any doubt this Limited Warranty is not capable of transfer after a period of 5 years from date of original purchase.

7 EXCLUSIONS FROM THIS LIMITED WARRANTY

7.1 Fortress does not warrant against, and is not responsible for and no express or implied warranty shall be deemed to cover any APEX Product defect of whatsoever nature attributable to:

- 7.1.1 improper installation of the APEX Product and/or failure to abide by the installation guidelines for the APEX Product;
- 7.1.2 use of the APEX Product beyond normal use and service conditions, or in an application not recommended by the APEX Product guidelines or installation instructions and/or local building codes;
- 7.1.3 movement, distortion, collapse or settling of the ground or the supporting structure on which the APEX Product is installed;
- 7.1.4 any an event of force majeure, including any act of God (such as flooding, hurricane, earthquake, wind, hail, tornado, lightening, etc.);
- 7.1.5 any environmental condition, including, but not limited to, air pollution, and mold and mildew (except as expressly provided otherwise in this Limited Warranty for stain resistance);
- 7.1.6 any staining or discoloration from foreign substances, including, but not limited to, food, beverages, dirt, grease, oil, paint, coating materials, chemical substances, and cleaners not approved for use in the Fortress Cleaning and Care Guide (except as expressly provided otherwise in this Limited Warranty for stain resistance);
- 7.1.7 any staining or damage to the APEX Product caused by abrasive compounds of acidic or basic pH, paints or stains, solvents, metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant food or bactericides, motor oil and suntan/sunscreen lotions;
- 7.1.8 normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any colored surface to gradually fade, chalk, accumulate dirt or stains) and variations or changes in color of the APEX Product;
- 7.1.9 any fading or staining not on the surface of the APEX Product (i.e. the underside or ends of the APEX Product);

- 7.1.10 improper handling, maintenance, upkeep, storage, abuse, neglect, or misuse of the APEX Product by the Owner, any transferee or third parties (other than the once off transfer to the Owner's successor in title within the first 5 years of this Limited Warranty);
 - 7.1.11 exposure to excessive heat sources (directly or indirectly), including, without limitation, fire, reflected sunlight from low-emissivity (Low-E) glass or other enhanced or concentrated solar reflectivity;
 - 7.1.12 fabrication or remanufacturing by the Owner, transferee or third parties in any manner whatsoever;
 - 7.1.13 ordinary wear and tear, scratching or scuffing; and
 - 7.1.14 impact from objects dropped or falling on the Product;
 - 7.1.15 if paint, stain or other coating materials are applied to the APEX Product, or
 - 7.1.16 if the surface of the APEX Products has been damaged or punctured, as a result, of the use of a metal shovel; or
 - 7.1.17 use of other sharp-edged tool. Such tools are not to be used to remove snow, ice, or other debris from the surface of the APEX Product.
- 7.2 This Limited Warranty shall not cover, and Fortress shall not be responsible for, costs and expenses incurred with respect to the removal of defective APEX Product or components, or the installation of replacement APEX Product or components, including, but not limited to, labor, freight or taxes.
- 7.3 The Owner is solely responsible for the determining the fitness, suitability and safety of the APEX Products in connection with their use in any particular application.

8 WARRANTY CLAIM PROCEDURE

- 8.1 If the claim relates to the Limited Warranty on stain resistance, then the Owner must lodge the Owner's claim within 30 days from date of completion of professional cleaning accompanied by –

- 8.1.1 an invoice for, or written proof of, the professional cleaning specifying the name of the professional cleaner, the description of the cleaning process and the date of completion of the cleaning process;
 - 8.1.2 an invoice for, or written proof of, the purchase of the APEX Product and the date thereof;
 - 8.1.3 a description of the occurrence giving rise to the stain;
 - 8.1.4 a photograph of the stained product; and
 - 8.1.5 a copy of this Limited Warranty
- 8.2 Claims for all other defects covered by this Limited Warranty must be lodged within 30 days of the discovery/manifestation of the alleged defect accompanied by –
- 8.2.1 an invoice for, or written proof of, the purchase of the APEX Product and the date thereof;
 - 8.2.2 a description of the alleged defect;
 - 8.2.3 a photograph of the alleged defective APEX Product; and
 - 8.2.4 a copy of this Limited Warranty.
- 8.3 All claims must be submitted to Fortress Building Products via the Warranty Claim Form available at the following URL: <https://fortressbp.com/warranty-claim-form>
- 8.4 Under no circumstances shall claims be entertained after the respective expiry dates of the Limited Warranties set out in 3, 4 and 5 above.
- 8.5 Upon confirmation of a valid claim hereunder, Fortress, at its sole option, will –
- 8.5.1 provide an authorized repair of the defective APEX Product;
 - 8.5.2 replace the defective APEX Product; or



8.5.3 subject to the recovery rates set out in 9, (the "Recovery Rates") refund the full, or a portion of, the purchase price paid by the Owner for such defective APEX Product (not including the cost of its initial installation).

8.6 Replacement material will be as close as possible in color, design and quality to the original material as reasonably possible, in Fortress discretion and determination, but Fortress does not guarantee an exact match as colors and design may change.

8.7 Should Fortress elect to replace the defective APEX Products, the replacement products will be guaranteed on the same terms and conditions as set out in this Limited Warranty for the remaining warranty periods. I.e. from date of replacement to the respective expiry dates of the Limited Warranties set out in 3, 4 and/or 5 above, as the case may be.

8.8 If Fortress is providing replacement materials, Fortress may elect to replace the defective APEX Product in accordance with the Recovery Rates set out in 9 OR Fortress may elect to refund the portion of the original purchase price of the defective APEX Product in accordance with the Recovery Rates set out in 9.

9 RECOVERY RATES APPLICABLE TO APEX PRODUCTS

If a valid claim is accepted, recovery will be prorated in accordance with the Recovery Rate Schedule for Residential Application or the Recovery Rate Schedule for Commercial Application set out below.

RECOVERY RATES FOR RESIDENTIAL APPLICATION	
Year of Claim	Recovery
0-10	100%
11-14	90%
15-18	80%
19-22	70%
23-26	60%
27-30	50%





31-34	40%
35-38	30%
39-42	20%
43-50	10%

RECOVERY RATES FOR COMMERCIAL APPLICATION	
Year of Claim	Recovery
0-10	100%
10-11	80%
11-12	60%
12-13	40%
13-14	20%
14-15	10%

10 NO OTHER WARRANTIES

10.1 This Limited Warranty comprises Fortress’ entire warranty and Fortress makes no other warranties (oral or written) and does not authorize any other entity, person or agent to make any other warranties on its behalf, or to modify, expand or add to this limited warranty. All other warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed. all implied warranties, including warranties of merchantability and fitness for a particular purpose, not effectively disclaimed or prohibited by applicable law from being disclaimed, are limited to the applicable statute of limitations and in no event will extend beyond the applicable warranty period.

10.2 Under no circumstances shall Fortress be liable for any consequential, special, or incidental damages arising out of or connected with the purchase or use of the product or for any breach of warranty, and Fortress’ liability with respect to a product defect shall in no event exceed the replacement of such product or refund of the purchase price, as described above.



- 10.3 Some States (or Provinces) do not allow limitations on how long an implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the Owner. This Limited Warranty gives the Owner specific legal rights, and the Owner may also have other rights that vary from State to State (or Province to Province).

11 CHOICE OF LAW

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws. Any legal action arising out of this Limited Warranty shall be litigated and enforced under the laws of the State of Texas. In addition, the parties to this Limited Warranty agreement agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued hereunder shall be within the exclusive jurisdiction of the courts in the State of Texas, U.S.A.