

PERENNIAL WOOD™ DECKING AND PORCH FLOORING LIMITED WARRANTY

25-Year Limited Residential Warranty & 10-Year Limited Commercial Warranty against rot, decay, and movement



Scope of Coverage

Eastman Chemical Company ("Eastman") warrants to the original residential or commercial purchaser ("Purchaser") of Perennial Wood™ Decking products (deck boards, posts, fascia, balusters, stair treads, railing, and/or railing kits) or Perennial Wood Porch Flooring products (tongue-and-groove boards) in any of the 48 Continental United States that, for the following specified time periods, from the date of original purchase as shown on the invoice under normal residential or commercial (as the case may be) use and service conditions and for above ground applications only that Perennial Wood™ Decking or Porch Flooring products shall:

For a period of 25 years for residential Purchasers and for a period of 10 years for commercial purchasers,

- (1) Be free from material defects in workmanship and materials, and shall not suffer damage from rot or decay such that the wood does not perform its intended function.
- (2) Not change size due to swelling or shrinking in one direction greater than 4%* during normal use.

For purposes of this Limited Warranty, a residential Purchaser is a single-family residential homeowner and a commercial Purchaser is any Purchaser other than a residential purchaser.

Registration

Purchaser must complete registration of their Perennial Wood™ Decking or Porch Flooring product within 30 days of original purchase of product or transfer of ownership of the property upon which the Perennial Wood™ Decking or Porch Flooring products were originally installed in one of the following two ways:

1. Online registration at www.perennialwood.com
2. Mail-in card sent to:

Perennial Wood™
Attn: Warranty Registration
29 Industrial Park Drive
Binghamton, NY 13904

Warrantor

This Limited Warranty is provided by Eastman Chemical Company, 200 South Wilcox Drive, Kingsport, TN 37662, telephone 1-800-530-7495, www.PerennialWood.com.

Transferability

This Limited Warranty is not transferable for commercial Purchasers. This Limited Warranty may be transferred by residential Purchasers only once within the 10-year period beginning from the date of original purchase. This Limited Warranty only applies to the original residential Purchaser and the first subsequent buyer of the property upon which the Perennial Wood™ Decking or Porch Flooring products were originally installed. Eastman reserves the right to require the subsequent buyer to provide evidence of transfer of ownership, e.g., deed transfer. Upon such transfer by a residential Purchaser, the subsequent buyer will assume all rights, limitations and other terms provided to and imposed upon the original residential Purchaser hereunder.

Warrantor Duties and Warranty Period

The Limited Warranty period begins on the date of initial purchase as shown on the invoice. In the event of a replacement under the applicable warranty period, the replaced decking or porch flooring materials will be warranted for the remaining portion of the original warranty period.

Eastman, at its sole election, will replace the damaged item or refund the original purchase price of the Perennial Wood™ Decking or Porch Flooring products according to the following schedule:

Prorated Coverage			
Years since initial purchase	% Original product costs reimbursable	Years since initial purchase	% original product costs reimbursable
1-10	100	19	44
11	94	20	38
12	88	21	31
13	81	22	25
14	75	23	19
15	69	24	13
16	63	25	6
17	56	26+	0
18	50		

Definitions, Exclusions, Limitations, and Rights

Eastman does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper storage, transport, installation, handling, and/or failure to abide by the applicable Perennial Wood Cleaning Recommendations, Decking or Porch Flooring Installation Guide, including but not limited to failure to use stainless steel fasteners; (2) use of Perennial Wood™ Decking or Porch Flooring products beyond normal residential or commercial use (as the case may be), or in an application not permitted by the Perennial Wood™ Decking or Porch Flooring Installation Guide and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Perennial Wood™ Decking or Porch Flooring products are installed; (4) ground contact installations; (5) any act of God (such as flooding, hurricane, earthquake, lightning, hail, frost, snow, storms, tornado, tidal waves, typhoons, volcanic eruptions, ground motions, earth fissures, or landslides), environmental conditions (such as air pollution, mold, mildew, acid rain, saline air, fire, explosion, smoke, or charring), or staining from foreign substances (such as dirt, grease or oil); (6) improper handling, storage, abuse, or neglect of Perennial Wood™ Decking or Porch Flooring products by Purchaser or third parties; (7) ordinary wear and tear; (8) failure from accident, excessive load, or force, misuse, mishandling, wear, or vandalism; (9) modifications, storage, transport, service, and/or installation of decking or porch flooring not in accordance with Perennial Wood™ Decking or Porch Flooring Installation

Guide (including, but not limited to, any damage due to contact between the decking or porch flooring and concrete, damage from interaction between the decking or porch flooring and nonstainless steel deck or porch accessories, damage due to power washing, or damage due to use of harsh basic or acidic chemicals or cleaners); (10) failure caused by acts of violence or intervention by third parties or external forces, such as misadventure, war, insurrection, or vandalism, as well as damage caused by pests, insects, animals, or other force majeure; (11) mildew, natural scratches, marks, wear, rust, mold, degradation, checks, cracks, and/or other changes that occur after purchase that do not adversely affect the stability or performance of the decking or porch flooring; (12) reimbursement of costs for dismantling, installation, labor, or other indirect expenses; (13) Perennial Wood™ Decking or Porch Flooring products that are not registered with Eastman within 30 days of original purchase of product or transfer of ownership of the property upon which the Perennial Wood™ Decking or Porch Flooring products were originally installed.

This Limited Warranty does not cover, and Eastman shall not be responsible for, recommended maintenance of decking or porch flooring as set forth in the Perennial Wood™ Decking or Porch Flooring Installation Guide.

This Limited Warranty does not cover, and Eastman shall not be responsible for, any damage, costs, or claims whatsoever for decking that has been used or stored in conditions other than those described in American Wood Protection Association (AWPA) Use Categories UC1, UC2, UC3A, and UC3B as summarized in the following:

USE CATEGORY	SERVICE CONDITIONS	TYPICAL APPLICATIONS
UC1 INTERIOR/DRY	Interior Construction Aboveground Dry	Interior construction and furnishings
UC2 INTERIOR/DAMP	Interior Construction Aboveground Damp	Interior construction
UC3A ABOVEGROUND — Protected	Exterior Construction Aboveground Coated and rapid water runoff	Coated millwork, siding, and trim
UC3A ABOVEGROUND — Exposed	Exterior Construction Aboveground Uncoated or poor water runoff	Decking, deck joists, railings, fence pickets, uncoated millwork

NOTE: This table is an excerpt from AWPA U1-11, Table 2-1, Copyright 2011, AWPA, All rights reserved.

For details related to AWPA Use Categories, visit www.awpa.com/standards/ucs.asp.

THE WARRANTOR WILL NOT BE LIABLE FOR ANY 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. WARRANTOR'S LIABILITY WITH RESPECT TO WARRANTY CLAIMS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE ORIGINAL PURCHASE PRICE, AS DESCRIBED HEREIN. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SET FORTH HEREIN. ANY WARRANTY IMPLIED BY STATE LAW (WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR OTHERWISE) SHALL BE EFFECTIVE FOR ANY PRODUCT ONLY FOR THE DURATION OF THE APPLICABLE WARRANTY PERIOD LISTED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR EXCLUSIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSION HEREIN MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Purchaser is solely responsible for determining whether Perennial Wood Decking or Porch Flooring products are fit, suitable, safe and effective for the Purchaser's intended uses.

Claims

If a defect occurs within the Limited Warranty period, the Purchaser shall notify Eastman in writing within 30 days of discovery of the defect. Eastman reserves the right for an authorized Eastman representative to inspect the subject of any claims submitted. Eastman's responsibility shall be, at its sole option, either to replace the defective item or to refund the portion of the purchase price paid by the Purchaser (according to the schedule listed herein) for such defective item (not including the cost of its initial installation). Eastman shall make this election within 90 days of receipt of complete written notice as defined below.

To make a claim under this limited warranty, Purchaser must have completed registration of the product within 30 days of original purchase or transfer of ownership, and the Purchaser must send to Perennial Wood™, within 30 days of discovering the defect and within the warranty period referred to herein, a picture and description of the claimed defect and proof of purchase, to the following address:

Perennial Wood™
Attn: Warranty Claims
29 Industrial Park Drive
Binghamton, NY 13904

Replacement Perennial Wood™ Decking or Porch Flooring products may be of a similar or equivalent type from the product range available at the time of the warranty claim. Eastman reserves the right to use services of a third-party vendor or service partner for the purpose of processing and handling claims made pursuant to this Limited Warranty.

No person or entity is authorized by Eastman to make, and Eastman shall not be bound by, any statement or representation as to the quality or performance of Perennial Wood™ Decking or Porch Flooring products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by authorized representatives of Eastman Chemical Company and Purchaser.

Choice of Law

Tennessee law shall govern the terms of this Limited Warranty and any claims arising from it, regardless of conflict of law principles.

This warranty is effective for purchases made on or after April 4, 2013.

*From fully water saturated to oven dry, according to the standard laboratory testing method ASTM D4446 "Standard Test Method for Anti-Swelling Effectiveness of Water-Repellent Formulations and Differential Swelling of Untreated Wood When Exposed to Liquid Water Environments."