



## **GemThane Dex-N-Dox System 20 / 5 Year Limited Residential Warranty**

*GemThane® Dex-N-Dox Systems hereby warrants the polymer coating on your new deck or dock boards for a period of 5 years from date of purchase, as follows: if the coating flakes, peels or cracks in such a way that it fails to protect the boards during that period, we will gladly replace it on a pro-rated basis.*

*Further, we warrant that the wood itself will be structurally sound for a period of 20 years and that we will provide replacements for any boards which become unsound. The foregoing is subject to proper installation and maintenance, normal wear and tear and the following terms and coverage limits.*

### **Terms**

This Warranty covers functional failures only. Aesthetic factors such as gloss and colour retention, being subjective or site specific, are not covered, nor are abuse and physical damage. With respect to the polymer coating, the cost of replacement product will be pro-rated between GemThane and the Owner over a period of five years from date of purchase (GemThane pays 100% of coating replacement cost for 1 year following date of sale, 80% in the second year and so on). With respect to the boards, the Owner is responsible for normal wear and tear, which is hereby deemed to be 5% of the total surface area per annum cumulatively. To the extent that the square footage of failure exceeds the above cumulative wear and tear allowance, the warranty applies for the full cost of replacement wood.

The remaining balance of this warranty may be transferred one time, within the five-year period beginning from the date of original purchase by the Owner, to a subsequent buyer of the property where the deck was installed, subject to prior written notification to GemThane and a site inspection by GemThane to verify warranty compliance.

The coverage under this Warranty contract is on a one-time basis. Replacement Coating and boards carry a two-year Warranty against product defects.

This Warranty does not apply:

- (a) in the event that the Dex-N-Dox system is not installed according to installation guidelines;
- (b) wherever wood that has become exposed for any reason is not touched up seasonally using genuine GemThane products.

Events that happen naturally to genuine wood such as aging, movement, loose knots, cracking, splitting, cupping, warping, bleed-through, insects and micro-organisms are not warrantable. Physical damage is not covered.

To validate this Warranty and commence coverage, a copy hereof, signed by the Owner, must be received by GemThane Dex-N-Dox Systems within 90 days of the Sale Date. It is a Condition of this Warranty that, when the deck or dock installation is complete, a final on-site "seal coat" of Cottage Coat topcoat be applied to all accessible surfaces.

### **Limits of Coverage**

The Warranty coverage provided herein is the sole and exclusive remedy of the Owner and other interested or affected parties against GemThane or against its affiliated or associated companies, dealers, applicators, franchisees and licensees. GemThane accepts no responsibility or liability for any other loss, claim, damage, injury or expense, direct or consequential, in contract or negligence, statutory or otherwise. The Warranty coverage provided herein is in lieu of any other right, warranty, guarantee or condition, statutory or otherwise, expressed or implied, whether as to fitness for a particular purpose or as to merchantable quality or otherwise.

I, the undersigned Owner, hereby agree to be legally bound by the terms and Limits of Coverage set out above.

**Name of Owner:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Address of Property:** \_\_\_\_\_

**Owner's Contact Information (address, phone numbers, e-mail):** \_\_\_\_\_

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\_\_\_\_\_

**Sale Date:** \_\_\_\_\_

**GEMTHANE® DEX-N-DOX SYSTEMS INC. IS A MEMBER OF THE  
MADISON CHEMICAL INDUSTRIES INC. GROUP OF COMPANIES**

[www.MadisonChemical.com](http://www.MadisonChemical.com)

[www.GemthaneSiding.com](http://www.GemthaneSiding.com)

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