Dec-Tec^{10 & 20 Year limited membrane} Warranty

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- 1.) Subject to the conditions set out in this Warranty, Skyline Building Systems Inc. (Skyline) warrants to the original purchaser that the Dec-Tec membrane shall be free from manufacturing defects which result in water leakage during the warranty period. Skyline also warrants the Dec-Tec membrane in residential* deck applications against "wear through" during the warranty period provided the Dec-Tec was installed according to the installation specifications, is being used as intended in a residential* deck application, and is not subjected to excessive wear and tear or damage by inappropriate use or wear. "Wear through" is deemed as wear which results in water leakage. In Commercial or Industrial applications the warranty for the Dec-Tec membranes applications are limited to manufacturing defects only; wear through and water leakage beyond a manufacturing defect is not covered by this warranty. *NOTE: Owner-occupied or tenant-occupied residences.
- 2.) Warranty Periods:
 - 60 nominal mil designated Dec-Tec membrane: ten years
 - 80 nominal mil designated Dec-Tec membrane: twenty years
- 3.) If leakage occurs due to the aforementioned circumstances within the warranty period, Skyline will at its option:
 - a.) If the occurrence is in the first five years of the warranty period:
 - (i) Provide membrane to replace or repair such defect or worn out area, or
 - (ii) Refund to the owner the original purchase price of the membrane. If the original purchase price of the Dec-Tec membrane cannot be determined, Skyline at its sole discretion, will establish a fair value to be used in lieu of the original purchase price not to exceed the 'list' price at the date of sale.
 - b.) If the occurrence is after five years of the warranty period:
 - (i) Provide membrane to replace or repair such defect or worn out area, or
 - (ii) Refund to the owner a prorated portion of the original purchase price of the Dec-Tec membrane. Prorated warranty value is determined by multiplying the original purchase price of Dec-Tec membrane by the number of remaining months of stated warranty divided by the total number of months of stated warranty.
- 4.) Limit of liability: Skyline extends only this warranty. Buyer specifically waives other warranties, (expressed or implied, oral or statutory, including any implied warranties or merchantability or of fitness for a particular purpose), applicable to the goods or to seller. Liability is limited to price paid for defective product excluding labor costs and other expenses not provided directly from Skyline.
- 5.) This warranty is effective only if:
 - (i) The Dec-Tec membrane was installed in accordance with approved application instructions.
 - (ii) The full purchase price for the Dec-Tec has been paid.
 - (iii) The Dec-Tec installation has been registered via the Warranty Registration Page at www.dec-tec.com within 90 days of installation.
 - (iv) Warranty cards received by any other manner will not be accepted.
- 6.) This warranty excludes:
 - (i) Any damage to the Dec-Tec membrane caused by Acts of God, fortuitous events, settlement distortion, failure, cracking or movement of deck, wall or foundation of the building; any damage by traffic on the deck or by impact of foreign objects; contamination of the membrane by corrosive chemicals, oils and greases, or any misuse, neglect or improper storage or handling of the Dec-Tec membrane;
 - (ii) Any damage caused by ponding of water or improper drainage;
 - (iii) Dissatisfaction due to improper installation or maintenance;
 - (iv) Any damage caused to the Dec-Tec membrane by work performed on or to the deck after installation;
 - (v) Any problems arising as a result of the installation of the Dec-Tec system, including but not limited to, improper preparation of the surface upon which the Dec-Tec membrane is installed or the structure of such surface or the materials used in construction of such surface:
 - Any damage to the exterior or interior of the deck or building upon which the Dec-Tec membrane is installed or to property contained therein, any injuries sustained by any person or any economic losses or consequential damages of any kind;
 - (vii) Dec-Tec membrane using Dec-Tec adhesive if not applied in accordance to Dec-Tec specifications and recommended usage;
 - (viii) Color variations from samples or printed illustrations compared to actual production runs; fading and reduction of gloss due to weathering and use;
 - (ix) Problems due to moisture including discoloration, alkali, condensation, hydrostatic pressure, fungus, mold, bacteria, spores, mycotoxins or the like;
 - (x) Dec-Tec membrane where non-Dec-Tec adhesives, patching compounds, accessories, or other components relative to the membrane are used;
 - (xi) Any installation costs required to replace or repair damage caused by a faulty installation.

No representative, employee or agent of Skyline or any other person is authorized to assume any additional liability or responsibility in connection with Dec- Tec except as described above.

All claims under this limited warranty must be made in writing to Skyline Building Systems Inc. within 30 days of discovery of the alleged defect, otherwise the warranty will be considered null and void. All claims must include a copy of the invoice or contract establishing the date of installation and the original cost of the Dec-Tec. Skyline must be allowed a reasonable opportunity to inspect any alleged defect before any repairs or replacements are made. Any defective Dec-Tec membrane may, at Skyline's option, become Skyline's property or be disposed of by the owner. Whenever possible, Skyline will replace defective Dec-Tec membrane with Dec-Tec membrane of similar color, gauge and design. Skyline reserves the right to replace defective Dec-Tec membrane with Dec-Tec membrane of the nearest color, gauge or design available at the time of replacement. Skyline will not be responsible for differences in color between replacement Dec-Tec membrane and the original Dec-Tec.

Note: Some States prohibit limitation on the duration of implied warranties, as well as the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from state to state.