

## Limited Warranty

1. Commonwealth Recycling Services, Inc., doing business as BestPLUS ("Company") warrants to the original purchaser at retail ("Purchaser") of its plastic lumber products (with the exception of its G grade plastic lumber products) ("Product") that, for a period of fifteen (15) years from the date of the original purchase at retail (the "Warranty Period"), the Product will not crack, rot, corrode, or suffer structural damage from insect infestation. A Product shall be deemed defective if, subject to all other terms, conditions, limitations, and exclusions of this limited warranty, during the Warranty Period the Product cracks, rots, corrodes, or suffers structural damage from insect infestation.
2. To obtain performance under this limited warranty, Purchaser must send Company the original receipt documenting proof of purchase and a written description and pictures of the claimed defect to: BestPLUS, ATTN: Warranty Department, 1092 Claridge-Elliott Road, Jeannette, PA 15644. All warranty claims are subject to Company's investigation and approval, and Purchaser shall make the Product claimed to be defective available for inspection by Company or, if requested, shall ship, at Purchaser's expense, the Product claimed to be defective to Company at the address set forth in this Section 2. If Company determines the Product is defective, Company's sole responsibility shall be, at Company's option, to either (i) repair the defective Product, (ii) replace the defective Product, or (iii) refund the purchase price of the defective Product (excluding shipping, installation, and other charges). Company reserves the right to require, as a condition to fulfilling any warranty claim, that Purchaser return the defective Product to the retail store where purchased or ship, at Purchaser's expense, the Product claimed to be defective to Company at the address set forth in this Section 2.
3. This limited warranty does not cover, and Company shall not be liable under any circumstances for, installation or re-installation costs, the costs of labor to remove/replace, freight, or any other costs or expenses incidental to the repair, removal, installation or replacement of the Product.

THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCT WHICH HAS BEEN SUBJECT TO (i) IMPROPER INSTALLATION, MAINTENANCE, STORAGE, HANDLING, USE, OR REPAIR, (ii) ABUSE, (iii) ALTERATION, OR (iv) NEGLIGENCE. THE PRODUCT IS UTILITY-GRADE AND SHOULD UNDER NO CIRCUMSTANCES BE USED IN STRUCTURAL OR LOAD BEARING APPLICATIONS. THIS LIMITED WARRANTY DOES NOT COVER COLOR FADE. CURRENTLY PRODUCED COLORANTS FOR THE PRODUCT, EVEN WITH THE BEST UV INHIBITORS, EVENTUALLY FAIL. PRODUCT WILL EVENTUALLY FADE TO A DARK GREY, SILVERY OR TAN COLOR DEPENDING ON THE BASE PRODUCTS USED IN MANUFACTURING. THIS LIMITED WARRANTY DOES NOT COVER ANY DAMAGE OR OTHER CONDITION ARISING FROM ACCIDENT, ACT OF GOD (FIRE, FLOOD, LIGHTNING, HURRICANE, EARTHQUAKE, WINDSTORM, ETC.), ORDINARY WEAR AND TEAR, ENVIRONMENTAL CONDITIONS, NORMAL WEATHERING, ANY PAINTED CONDITION OR COATING, OR EXPOSURE TO FOREIGN SUBSTANCES (OIL, GREASE, PETROLEUM PRODUCTS OR DERIVATIVE, ETC.).

4. TO THE FULLEST EXTENT PERMITTED UNDER LAW, THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY COMPANY AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES, AS SET FORTH IN THIS LIMITED WARRANTY, ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED BY COMPANY FOR CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY CLAIMS. PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR USE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF ANY PRODUCT. COMPANY SHALL IN NO EVENT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE QUALITY OR PERFORMANCE OF ANY PRODUCT, OTHER THAN AS CONTAINED IN THIS LIMITED WARRANTY. Some states do not permit the exclusion or limitation of special, consequential, or punitive damages or the limitation of liability, so the foregoing limitations or exclusions may not apply to Purchaser. Invalidity or unenforceability of any provision of this limited warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect, and the invalid, void or unenforceable term or provision shall be restricted in applicability or reformed to the minimum extent required to be enforceable.