



Limited Commercial Warranty Fencing

Trex Company, Inc. (hereinafter "Trex") warrants to the original end-user commercial purchaser ("Purchaser") that, for a period of ten (10) years from the date of original commercial purchase, under normal commercial use and service conditions, Trex® fencing products shall be free from material defects in workmanship and materials, and shall not check, split, splinter, rot or suffer structural damage from termites or fungal decay. If a defect occurs within the warranty period, Purchaser shall notify Trex in writing and, upon confirmation by an authorized Trex representative of the defect, Trex's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

For purposes of this warranty, a "commercial purchaser" shall refer to any purchaser other than an individual residential homeowner.

This warranty shall not cover and Trex shall not be responsible for costs and expenses incurred with respect to the removal of defective Trex products or the installation of replacement materials, including but not limited to labor and freight.

This warranty may be transferred to subsequent buyers of the property upon which the Trex products were originally installed.

To make a claim under this limited warranty, Purchaser, or any transferee, shall send to Trex, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Trex Company, Inc.
Customer Relations
160 Exeter Drive
Winchester, VA 22603-8605

Trex does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of Trex products and/or failure to abide by Trex's installation guidelines; (2) use of Trex products beyond normal commercial use, or in an application not recommended by Trex's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Trex products are installed; (4) any act of God (such as flooding, hurricane,

earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (5) variations or changes in color of Trex products; (6) improper handling, storage, abuse or neglect of Trex products by Purchaser, any transferee or third parties; or (7) ordinary wear and tear.

No person or entity is authorized by Trex to make and Trex shall not be bound by any statement or representation as to the quality or performance of Trex products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Trex and Purchaser.

UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR 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, AND TREX'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada.

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