

DEKKO Limited Warranty
Concrete Cladding – Interior/Exterior

Limited Warranty Description and General Terms:

HPC Fire Canada ULC, an Alberta unlimited liability company dba Dekko (“Dekko”) warrants its concrete cladding product purchased by Original Customer (the “Product”) will be free of defect in material and workmanship when installed and maintained in accordance with this Limited Warranty for a period of five (5) years from the original date of shipment (the “Warranty Period”) in accordance with the terms of this Limited Warranty. By purchasing the Product, Original Customer agrees to the terms and conditions in this Limited Warranty which supersede all other representations, warranties, or conditions whether expressed or implied, statutory, or otherwise regarding the subject matter hereof. This Limited Warranty gives Original Customer specific legal rights, and Original Customer may also have other legal rights which vary from province to province and territory to territory. Upon the expiration of the Warranty Period or the earlier termination of this Limited Warranty as provided below, this Limited Warranty shall immediately terminate.

Dekko’s Liability:

Dekko’s liability under this Limited Warranty is limited to the repair or replacement of the Product if and to the extent that the Product is found to be defective. Upon receipt of a written claim of a defect that complies with the “Notification of Claims” section below, Dekko will repair or replace any Product which both: (1) proves to be defective upon Dekko’s examination, and (2) is covered by this Limited Warranty. The decision to repair or replace shall be in Dekko’s sole discretion. Replacement Products, if provided under this Limited Warranty, will be provided in amounts sufficient to replace areas affected and will be substantially similar in appearance and quality within expected industry standard variations. No cash reimbursements or credits will be issued. Dekko shall not be liable for any labor costs or expenses related to installation or reinstallation of the repaired or replacement Product.

Upon Original Customer’s receipt of the Product, Original Customer shall have twenty-four (24) hours to inspect the Product for damage (the “Inspection Period”) and to report any such damage in accordance with the “Notification of Claims” section below. The Product is defective if it is found to be damaged and reported in accordance with the “Notification of Claims” section below before the expiration of the Inspection Period, if there are large discrepancies between color and texture within the Product or compared to the initial order which are reported in accordance with the “Notification of Claims” section below before the expiration of the Inspection Period, or if there develops significant or through panel cracking during initial seasonal acclimation. With any hand made material, a natural variation between color and texture is accepted by Original

Customer and expected. However, when viewed as a whole, the material should have an overall harmonious appearance. Over time the Products may pick up chips and marks due to general wear and tear. Small and/or fine cosmetic cracking is also possible due to climatic exposure and subtle movement within the Products. All these elements and variations should be expected and viewed as natural patina within the feature of the Products, and do not constitute damage covered by this Limited Warranty.

Conditions for Coverage:

This Limited Warranty applies only if the following conditions are met:

- Original Customer must timely submit its claim of alleged defect in writing and in accordance with the “Notification of Claims” section below.
- Original Customer must have timely paid to Dekko the full purchase price (as invoiced by Dekko) for the Products. In the event Original Customer has paid the full purchase price but such was not paid timely, the Warranty Period shall be less than five (5) years and shall commence upon Dekko’s receipt of full payment and shall end five (5) years from the original date of shipment of the Product.
- The Product must have been properly handled and stored at all times between delivery and installation and timely installed in accordance with Dekko’s installation and maintenance instructions (included with the Product).
- The Product must have been installed and maintained in accordance with Dekko’s installation and maintenance instructions (included with the Product) and all applicable building codes and other laws, rules, regulations, and ordinances. Any maintenance, repairs or alterations made to the Product (other than as performed by Dekko or with Dekko’s prior written consent) will render this Limited Warranty null and void.
- Upon discovery of the alleged defect, Original Customer must immediately, and at the Original Customer’s expense, protect the Products from incurring any further damage until such claimed defect or failure is remedied in accordance with the terms of this Limited Warranty; any further damage that occurs after the initial damage due to failure of Original Customer to so protect the Products shall not be covered by this Limited Warranty.
- Before any action on the claim, Original Customer must allow Dekko’s personnel to perform inspection and examination of any alleged defect, including providing access for a designated Dekko representative to enter the property or structure where the Product is installed to examine and photograph for review, and Original Customer must provide to Dekko any further reasonably requested photos, documentation or information.

Notification of Claims:

In the event of a claim under this Limited Warranty, Original Customer must provide timely written notice to Dekko of any claim (if no specific timeframe is specified in this Limited Warranty, the deadline shall be within ten (10) days after the alleged defect was discovered, and in any event within the Warranty Period) and include a narrative of the particulars of Original Customer's claim of the alleged defect and photograph(s) depicting the alleged defect. The written notice of claim must include proof of the date of purchase, proof of payment in full of the order, and provide the factory ship date of the Product. Claims must be submitted to customercare@dekko.ca.

Exclusions from Coverage:

- THIS LIMITED WARRANTY IS VOID IF ANY COATINGS, SEALERS, CLEANERS (EXCEPT FOR CLEANERS APPLIED AS DIRECTED BY DEKKO), OR CHEMICALS OF ANY TYPE ARE OR HAVE BEEN APPLIED TO THE PRODUCT.
- Dekko is not responsible for the actions of third parties, including negligence of the installer or any accidents.
- THIS LIMITED WARRANTY DOES NOT COVER:
 - Repair or replacement of any other items or property (other than the defective Product itself) is NOT included.
 - Damage from shipping or handling provided Dekko was NOT the party responsible for selection of the shipper.
 - Damage due to settlement of the structure on which Products are installed or shifting of structural members or adjoining surfaces, or failure of the structure, including foundations and walls.
 - Color changes resulting from normal weathering and normal wear and tear.
 - Damage from vandalism, misuse, abuse, tampering, or modification of the Product.
 - Damage caused by alteration or further processing of the Product after shipment other than per Dekko's prescribed methods of installation and maintenance.
 - Damage resulting from inadequate or improper installation of the Product.
 - Excess mold or mildew accumulation.
 - Damage due to exposure to harmful chemicals, fumes, or vapors.
 - Damage due to or from falling objects or the impact of foreign objects.
 - Removal or cost of removal of the Product for repair or replacement or any costs associated therein.
 - Installation or cost of installation of replacement Product, or any costs associated therewith (including shipping costs).
 - Lightning, hurricane, tornado, windstorm, earthquake, or any other acts of God.
 - Damage from insects, animals/birds of any kind.
 - Damage caused by or due to improper maintenance or cleaning of the Product.

- Any other causes beyond Dekko's reasonable control.

Transferability:

"Original Customer" means: (1) the original customer that purchased the Product, if such customer is the owner of the property or structure where the Product is to be installed, or (2) in the event the purchaser is a contractor working on a project for the owner of the property or structure where the Product is to be installed, this Limited Warranty may be transferred by such contractor to such owner and, as appropriate, all references in this Limited Warranty to "Original Customer" shall be deemed to refer to such owner who has received transfer of this Limited Warranty.

Other than as provided above, this Limited Warranty is not transferable or assignable in any manner, whether to any subsequent owner of the Product or the property or structure where the Product was installed or otherwise. For purposes of clarity, the owner in item (2) above may not transfer or assign this Limited Warranty to any subsequent owner of the property or structure where the Product is installed (even if there then remains time in the Warranty Period). This Limited Warranty is only provided to the Original Customer (as defined). This Limited Warranty expires and terminates immediately upon the expiration of the Warranty Period. This Limited Warranty also expires and terminates immediately upon the subsequent sale or transfer of the Products or the property or structure is installed from the Original Customer to any other individual or entity, including without limitation by means of sale, purchase, trade, or other transfer or disposition of the Products or such property or structure.

DISCLAIMER OF ALL OTHER WARRANTIES; LIMITED WARRANTY:

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ANY CLAIM AGAINST DEKKO IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY. IN NO EVENT SHALL DEKKO BE LIABLE FOR ORIGINAL CUSTOMER'S OR ANY OTHER PERSONS' CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE PRODUCTS, ANY DEFECT OR NON-CONFORMITY OF THE PRODUCTS, OR DEKKO'S PERFORMANCE UNDER THIS LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION ANY DAMAGES THAT RESULT IN ANY WAY FROM ORIGINAL CUSTOMER'S OR ANY OTHER PERSONS' RELIANCE OR USE OF THE PRODUCTS, EVEN IF DEKKO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES IN THIS LIMITED WARRANTY AS SPECIFIED IN THIS LIMITED WARRANTY REPRESENT THE SOLE LIABILITY OF DEKKO AND THE SOLE REMEDY OF ORIGINAL CUSTOMER WITH RESPECT TO OR ARISING OUT OF THE PRODUCTS WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.