



# Decking and Railing Limited Warranty and Arbitration Agreement

Envision® Composite Decking  
EverGrain® Composite Decking  
EverClip™ Hidden Fasteners  
EG 1-2-3 Hidden Fasteners  
Envision® Composite Deck Screws  
Marquee Railing®  
TAM-RAIL® Railing System

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



This certifies that

---

purchased

- \_\_\_ Envision® Composite Decking 300-Month (25-Year) Limited Warranty
- \_\_\_ EverGrain® Composite Decking 300-Month (25-Year) Limited Warranty
- \_\_\_ EverClip™ Hidden Fasteners 240-Month (20-Year) Limited Warranty
- \_\_\_ EG 1-2-3 Hidden Fasteners 180-Month (15-Year) Limited Warranty
- \_\_\_ Envision® Composite Deck Screws 240-Month (20-Year) Limited Warranty
- \_\_\_ Marquee Railing® 300-Month (25-Year) Limited Warranty
- \_\_\_ TAM-RAIL® Railing System 300-Month (25-Year) Limited Warranty

on

\_\_\_\_\_, 20\_\_\_\_

Envision Decking and Railing Products come with a  
Limited Warranty

from

Envision Building Products LLC  
PO Box 567  
Lamar, MO 64759  
800-253-1401

---

Contractor/Company

Date of Installation

---

Street Address

Color Installed

---

City, State, Zip

Phone

---

Contractor's Signature

\*Keep this Limited Warranty information along with your contractor receipt for your records.

This Limited Warranty may be transferred by the Owner one (1) time during the first five (5) years of the Term to a Purchaser of the real estate upon which the Envision products are installed. The transfer must be performed in accordance with the paragraph entitled "Transferability." No other transfers are permitted.

## Decking and Railing Limited Warranty and Arbitration Agreement

**Introduction:** In this Limited Warranty "Envision products" means certain Decking and Railing products sold by Envision Building Products LLC. More information on the specific products covered by this limited warranty as well as definitions of certain capitalized words is contained in the section below labeled "Definitions." The length of the warranty for each product covered by this Limited Warranty is set forth in Table 1. The Limited Warranty for your Envision products is the version in effect on the date of retail purchase. Information included in this version of the Limited Warranty was current at time of printing. If you are not satisfied with the terms and conditions of this Limited Warranty, return all unused and marketable Envision products to the original place of purchase for a refund.

**How Long Will The Envision Products Last:** It is natural for decking and railing products to age. The process begins as soon as they are installed and exposed to the elements of nature. The length of time an Envision product will continue to perform its intended purpose will depend on many factors, including quality of installation, weather, snow, intensity of the sun, pollution, debris and usage. Because no two installations experience these and other aging factors in the same way, it is difficult to accurately predict the period of time an Envision product will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy in the event a manufacturing defect causes an Envision product to fail as described below. **If Envision products exhibit signs of failure, damage or degradation, such products should be replaced or repaired immediately, as this may become a safety hazard.**

**MANDATORY BINDING ARBITRATION:** EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND ENVISION AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED ENVISION PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND NOT AS PART OF A CLASS. TO ARBITRATE AN ACTION AGAINST ENVISION, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND ENVISION, AND PROVIDE WRITTEN NOTICE TO ENVISION BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCT AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

**Class Action Waiver:** You and Envision agree that any action between us arising from or relating to Envision products or this Limited Warranty will be arbitrated (or, if arbitration of the action is not permitted by law, litigated) individually and neither party will consolidate, or seek class treatment for any action unless previously agreed to in writing by both You and Envision.

**Where Is Coverage Available:** This Limited Warranty applies only to the Envision products that are installed in the forty-eight contiguous United States and Canada (excluding Quebec and New Brunswick). ALL ENVISION PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

**Actions Must Be Commenced Within One Year:** Any action relating to Envision products or the Limited Warranty must be brought within one year after any cause of action has accrued. No claims will be allowed after this one-year time period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to you.

**Limitation of Remedies:** Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity, including any mortgagee, insurer, or other party in interest for all matters regarding the Envision products. Obligations contained in this Limited Warranty are expressly in lieu of all other obligations, guarantees, warranties, and conditions expressed or implied. IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ENVISION BUILDING PRODUCTS LLC. ARE EXCLUDED.

Some states do not allow exclusion or limitation of implied warranties or incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty and arbitration agreement gives you specific legal rights and you may also have other rights which vary from state to state. Invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**Definitions:** Certain capitalized words have specific meanings:

**"Decking Products"** means Envision, Envision Deck Boards and EverGrain Deck Boards.

**"Full Start Period"** means the initial period of the Term during which Envision's obligation is not prorated. The Full Start Period begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1. Not all the Envision Products included in this Limited Warranty contain a Full Start Period. Please see specific product provisions below for more details.

**"Owner"** means the owner of the real estate at the time the Envision Products are Installed on that real estate. If you purchase a new residence from the builder and are the first person to occupy the residence, Envision will consider you to be the Owner even though the Envision products were already installed.

**"Purchase"** means the retail purchase of the Envision products.

**"Purchaser"** means someone who purchases from the Owner the building upon which the Envision products are installed.

**"Railing Products"** means Marquee Railing® System and TAM-RAIL® Railing System.

**"Envision"** means Envision Building Products LLC.

**"Envision Products"** means Envision® Decking, EverGrain® Decking, Ridge Premium Decking, Ridge Classic Decking, EverClip™ Hidden Fasteners, EG 1\*2\*3 Hidden Fasteners, Envision® Composite Deck Screws, EverGrain® Composite Deck Screws, Marquee Railing and TAM-RAIL Railing.

**"Term"** means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1.

**"You" or "Your"** means either the Owner or the Purchaser.

**Notification to Envision:** The Owner must notify Envision of any claims under this Limited Warranty by calling 1-800-441-7190 or by certified mail at P.O. Box 1404; Joplin, Missouri 64802-1404 within thirty (30) days following discovery of a problem. If You fail to notify Envision as provided herein all obligations of Envision under this Limited Warranty and all applicable implied warranties and conditions shall terminate. Notice to your contractor, dealer or home builder is NOT notice to Envision.

**Right of Inspection and Claim Processing:** Envision shall have a reasonable time after notification to process a claim. The Owner shall provide Envision with reasonable access to the Envision products for purposes of inspection. If requested by Envision, the Owner must complete and deliver to Envision, at the Owner's expense, a warranty questionnaire, photographs of the Envision products, proof of Purchase of the Envision product, an estimate to replace or repair the affected area, and samples of the Envision products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in Envision's investigation of the claim (such as by failing to provide samples of the affected Envision Products, proof of Purchase, photographs, estimate, or a completed warranty questionnaire), Envision's obligation under this Limited Warranty shall immediately terminate. If Envision determines there are manufacturing defects covered by this Limited Warranty, Envision will have a reasonable time after receipt of notification to process the Owner's claim.

**Transferability:** This Limited Warranty may be transferred ONE time, subject to the following provisions:

**Five Year Transfer Period:** The Owner may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a Purchaser of the real estate upon which the Envision products are installed.

**How to Transfer:** The transfer must occur simultaneously with the sale of the real estate. The Owner must provide Envision with written notice within thirty (30) days after the transfer. The written notice must be mailed by certified mail to Envision; Attn: Warranty Services Dept., P.O. Box 1404, Joplin, MO 64802-1404. The written notice must include the names of the Owner and the Purchaser, the address of the real estate upon which the Envision products are installed, a list of the Envision products and the date of their installation, and the date of the transfer.

**No Other Transfer Permitted:** Except for one transfer to a Purchaser as stated above, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person or entity may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the real estate on which the Envision products are installed shall immediately terminate all liability of Envision, all warranties contained herein or hereunder and any applicable implied warranties, including warranties or conditions of merchantability and fitness for a particular purpose.

**Important to Remember:** Determination of the suitability and safety of any particular use or application of Envision products is solely the responsibility of the Owner. The Owner should consult local building and safety codes for specific requirements. Envision is not responsible for: (1) the cost of labor for installing replacement products except during the Full Start Period; (2) the cost of any materials (other than the replacement Envision products as provided herein) including, without limitation, sub-structure, supporting structure, etc; or (3) the cost of removing or disposing of Envision products or other materials which are to be replaced. Replacement Envision products will be warranted only for the remainder of the original Term. Tender of payment of the cost of replacement Envision products shall terminate all liability of Envision under this Limited Warranty and all applicable implied warranties.

**TABLE 1**

Product	Residential Term	Commercial Term	Full Start Period
Distinction, Inspiration, Expression Decking	25 Years	25 Years	5 Years
EverGrain Decking	25 Years	25 Years	5 Years
Ridge Premium Decking	25 Years	10 Years	None
Ridge Classic Decking	20 Years	10 Years	None
Distinction, Inspiration, Expression Decking used as Cladding	25 Years	25 Years	5 Years
EverClip Hidden Fasteners	20 Years	20 Years	None
EG 1•2•3 Hidden Fasteners	15 Years	15 Years	None
Composite Deck Screws	20 Years	20 Years	None
Marquee Railing	25 Years	25 Years	5 Years
TAM-RAIL Railing System	25 Years	25 Years	5 Years

**Envision Full Start Period:** If, during the Full Start Period, Envision products that have been installed in strict accordance with Envision's application instructions (available at [envisiondecking.com](http://envisiondecking.com), [tam-rail.com](http://tam-rail.com), or by calling 1-800-641-4691) are determined to have excessive degradation, split, checked, splintered or suffered termite damage as a direct result of a manufacturing defect, Envision will provide the Owner the cost of replacement Envision products for those determined to be defective and the reasonable cost of their installation, according to the terms of this Limited Warranty. This is Envision's maximum obligation during the Full Start Period.

**After Envision's Full Start Period (and for Envision products with No Full Start Period):** If, after the end of the Full Start Period (and for Envision products with no Full Start Period), Envision Products that have been installed in strict accordance with Envision's application instructions are determined to have excessive degradation, split, checked, splintered or suffered termite damage as a direct result of a manufacturing defect, Envision's obligation is limited to providing the Owner with the cost of a prorated portion of the replacement Envision products for those determined to be defective. The quantity of the replacement product will be prorated over the Term of this Limited Warranty. This is Envision's maximum obligation after the end of the Full Start Period. Envision is not responsible for the cost of any labor after the end of the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if Envision is notified of a limited warranty claim at a time when 100 months remain on the Term in a 300-month Term, Envision's maximum obligation is to provide the cost for one-third of the replacement product. The remaining cost shall be the responsibility of the Owner.

**25-Year Stain Resistance Limited Warranty for Envision Deck Boards:** Envision Deck Boards are also covered by a 25-year Stain Resistance Limited Warranty. No other Envision products are covered by the Stain Resistance Limited Warranty. Claims for Envision Deck Boards that become permanently stained from spills of food and beverage items including mustard, ketchup, barbeque sauce, canola oil, tea, coffee, wine, fruit punch and carbonated soda drinks will be processed in accordance with the sections entitled Full Start Period or After the Full Start Period, whichever is applicable, provided the Owner has first: (1) promptly after the spill, attempted to clean the affected area of the boards by using the cleaning procedures described in Envision's written care and cleaning instructions (available at [envisiondecking.com](http://envisiondecking.com)); and (2) if, after promptly cleaning a spill the stain remains unreasonably visible, the Owner must have the affected area cleaned by a professional deck cleaner at the Owner's expense within one week after the spill; and (3) if, after completing steps (1) and (2), the stain still remains unreasonably visible, the Owner must notify Envision within thirty (30) days after the professional cleaning is completed.

Envision does not warrant Envision Deck Boards or any other Envision products to be stain proof, and does not provide warranty coverage for food or beverages which are not properly and promptly cleaned as provided in Envision's written care and cleaning instructions, or for any staining or damage to the Envision Deck Boards caused by abrasive compounds, mold, mildew, paints or stains, solvents, metallic rust, or other non-food or non-beverage substances, including, but not limited to, biocides, fungicides, insect repellent, insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotions.

**Exclusions from Coverage:** Envision products located in higher-traffic areas may show wear earlier than other areas. Dragging objects across the Decking Products or Railing Products may cause surface scratches. Color variation occurs naturally in the manufacturing process and, as with natural lumber, should be expected. Surface wear, scratches, minor degradation and color variation are not defects and are excluded from coverage under this Limited Warranty. In addition, Envision shall not be liable under any circumstances and shall have no obligation for:

1. Envision products not installed in strict accordance with Envision's written application instructions.
2. Use of Envision Products in applications not permitted by applicable building codes.
3. Damage to any building or supporting structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
4. The cost of removal, reinstallation or disposal of any Envision products, or for any costs associated with such, including labor, freight or taxes, unless otherwise stated in this Limited Warranty.
5. Variations in uniformity of color, variations or natural changes in color, weathering, color fading and natural efflorescing.
6. Staining or discoloration due to foreign substances including, but not limited to food, beverages, dirt, oil, grease and chemicals found in cleaners not approved for use in Envision's written care and cleaning instructions (see 25-Year Stain Resistance Limited Warranty for exceptions to this exclusion for Envision Decking).
7. Environmental conditions including, but not limited to, air pollution, mold and mildew.
8. Damages resulting from Acts of God (including, but without limitation, flooding, lightning, wind, hurricane, tornado, hail, flooding or other violent storm or casualty).
9. Damage caused by movement, distortion, collapse or settling of the ground, building or supporting structure.
10. Damage caused by heat sources including, without limitation, fire, Low-E glass and other enhanced or concentrated solar reflectivity, or from any other heat source.
11. Damage caused by improper handling, shipment and/or storage.
12. Damage caused by neglect, abuse, misuse or improper upkeep and maintenance.
13. Damage caused by factors that are beyond the reasonable control of Envision. The serviceable life of the Envision products is affected by several factors, such as quality of installation, maintenance and normal wear and tear. These are all factors beyond Envision's control and for which Envision makes no warranty.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF ENVISION, OR ANY PERSON OTHER THAN ENVISION'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR ENVISION ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCTS EXCEPT AS DESCRIBED HEREIN.

THIS LIMITED WARRANTY APPLIES TO ENVISION PRODUCTS PURCHASED ON OR AFTER JANUARY 1, 2017, AND SUPERCEDES ALL PREVIOUSLY PUBLISHED WARRANTIES FOR SUCH PRODUCTS. THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER.

**The terms and conditions of the Limited Warranty and arbitration agreement for Envision Products may change periodically. The Limited Warranty set forth above was the Limited Warranty offered by Envision at the date of printing. Only the Limited Warranty offered by Envision at the time of your purchase of the Envision product shall apply. Consult Envision's website at [envisiondecking.com](http://envisiondecking.com) for current Limited Warranty information.**

**Installation Instructions:** Printed installation instructions for Envision Decking, EverGrain Decking, EverClip Hidden Fasteners, EG 1-2-3 Hidden Fasteners, Composite Deck Screws, Marquee Railing and TAM-RAIL Railing Systems, are available upon request. Call 1-800-641-4691 or visit [envisiondecking.com](http://envisiondecking.com).

Invalidity or unenforceability of any provision herein (except the class action waiver and mandatory binding arbitration provisions) shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect. In the event the class action waiver and/or the mandatory arbitration provisions are determined to be invalid or unenforceable the entirety of this limited warranty (except this paragraph) shall be null and void and the product is sold as-is and where is, with no warranty of any kind.

©2020 Envision Building Products LLC, Envision, EverGrain, Marquee Railing and Tam-Rail are registered trademarks and EverClip is a trademark of Envision Building Products LLC. Information included in this Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty, visit us online at [EnvisionDecking.com](http://EnvisionDecking.com) or call us at 800-253-1401.