



## WARRANTY

### **Limited Lifetime Warranty – Custom Millwork & Milled Product Program**

#### **Inclusive of:**

(Pergola, Window Surrounds, Column Wraps, Newels & Caps, Nautilus Railing and accessories, Fence, and all other customized products)

INTEX Millwork LLC, warrants that the custom millwork product line (the “Warranted Products”) are free from manufacturing defects which result in cracking, splitting, and rotting under normal weather conditions for the life of the product. INTEX also warrants that its factory paint finishes on the Warranted Products will not peel or flake for the life of the product.

#### **This warranty is subject to the following limitations:**

1. This warranty extends only to the original owner who shall be defined as the person or persons who owned the structure in question on the date of purchase of the INTEX product in question.
2. INTEX will not be held responsible for damages resulting from Acts of God, accidental or intentional acts, installation other than in accordance with the manufacturer’s instructions (which shall be solely determined by INTEX), or from repairs or modifications by persons not authorized by INTEX or from the use of parts and accessories (i.e. hardware or mounting devices) not authorized by INTEX.
3. INTEX warrants its stainless-steel and aluminum hardware against manufacturing defects for the life of the product. The finish on all INTEX hardware is not warranted against deterioration, including but not limited to, scratches, fading, and corrosion. Please refer to the INTEX product maintenance guidelines located on their website.
4. Fading due to weathering of painted surfaces is normal and expected. INTEX will not be held responsible for such fading.
5. This warranty shall not extend any coverage whatsoever to custom orders for millwork products that when built, will exceed in size the largest of INTEX standard sized products. The warranty coverage provided in this document is expressly disclaimed for all such products.
6. The property owner shall have the burden of establishing to INTEX’s reasonable satisfaction both the identification of the product purchased and the date of purchase of the same for all claims made.
7. This warranty will be strictly limited to the cost of repairing, replacing and/or refunding the purchase price less taxes of the warranted products per the table below, one time. Labor compensation to repair or replace product will be covered for the first year. Under no circumstances will the associated costs for labor and material exceed the table below. Any work performed prior to submission and acceptance by



## WARRANTY

INTEX for the associated costs will not be covered in any form. INTEX will determine reasonable labor refunds if applicable. Under no circumstances, however, will INTEX pay for the cost of any of the following: (a) Labor costs incurred to install replacement products on the Claimant's home after year 1; or (b) any expense at all associated with claims asserted after the first claim for the products in question is resolved.

8. In the event of a claim during the warranty period, and subject to the prorated coverage specified below, INTEX at its sole option will either (a) repair or replace the warranted product(s), or (b) refund to the purchaser a maximum sum equal to the actual price paid for the original product multiplied by the prorated percentage shown in the appropriate coverage schedule below. In no event shall INTEX be liable on any claim for any amount in excess of the amount generated by the application of the proration table below.

9. If INTEX attempts a reasonable number of times to repair a defect under this warranty but those attempts are unsuccessful, INTEX at its sole option may either replace the product or refund the purchase price less taxes per the proration table below

*This warranty is effective January 1, 2020 and supersedes all previously published versions of this warranty. It shall remain effective until such time as INTEX publishes a subsequent superseding version at which time this version shall have no further effect.*

10. This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the purchaser or the installer, (b) damage to or failure of the product resulting from unreasonable use or failure to reasonably maintain the product after installation. Please refer to the INTEX product maintenance guidelines located on their website.

11. This warranty does not cover, and INTEX is not liable for, damage or failure of the product as a result of one or more of the following: intentional or unintentional misuse or damage to the product; abuse, impact of foreign objects; accident, dirt, sand, liquids, improper storage, acts of nature; improper installation of the product or its structural supports; failure to abide by all INTEX guidelines, expansion and contraction, movement, settlement, distortion, warping or cracking of the products structural supports; pollution, acid rain, mold or mildew, application of chemicals or vapors to the product; and ordinary and expected weathering due to exposure to the elements, which for purposes of this warranty is defined to be fading, chalking or darkening of the surface of the product due to exposure to ultra-violet light and extremes of atmospheric conditions that are unique to or may vary in each geographical location. This warranty does not cover painted finishes, stains, or coatings by any third party. INTEX recommends cleaning products at least 2 times per year as per their Paint & Cleaning Guide located on their website.



## WARRANTY

12. Due to the characteristics of cellular PVC, milled products are sometimes porous and can result in a rougher surface finish. This will not affect the performance of the product in any way, but it may tend to pick up more dirt. For this reason, INTEX recommends painting products that are milled to reduce the amount of porosity that may be experienced on certain milled products, to provide for less frequent and easier long-term maintenance. See suggested Paint & Cleaning Guide for more information which is located on the INTEX website.

13. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any claim under this warranty must be made in writing via mail or email and postmarked or dated within 30 days of discovery of the defect to the below address. Must include proof of purchase, photo of the defect and a written description explaining the nature of the defect.

INTEX Millwork Solutions

Attn: Warranty Department

45 Mill Street

Mays Landing, NJ 08330

INTEX must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the purchaser or others make any repairs to the product. The property owner's failure to abide by the terms of this provision shall void any responsibility of INTEX to pay for repairs or other work done by third parties.

| <b><i>Percentage of Purchase Price Less Taxes Paid That INTEX Will Pay to Warranty Claimant Relating to...</i></b> |  |
|--|--|
| <b><i>Years of Use Obtained After Date of Purchase</i></b>   | <b><i>Materials, Finish &amp; Year 1 Labor</i></b> |
| 0 - 4 Years  | 100%   |
| 5- 7 Years   | 90%  |



**INTEX**<sup>®</sup>  
MILLWORK SOLUTIONS

**WARRANTY**

|                                       |     |
|---------------------------------------|-----|
| 8- 10 Years                           | 85% |
| 11- 15 Years                          | 75% |
| 15 Years or More                      | 50% |
| <i>*Labor covered in year 1 only.</i> |     |