



EVA-LAST AMERICAS, LLC PIONEER 50-YEAR LIMITED WARRANTY FOR THE USA AND CANADA

Interpretation

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For ease of reference the following definitions are used in this Pioneer 50-Year Limited Warranty –

- (a) "commercial application" – the installation of the Pioneer Products other than in a single family residence;
- (b) "Eva-Last®" – Eva-Last Americas, LLC;
- (c) the "purchaser" – the owner of the premises where the Pioneer Products, as purchased by the owner from an authorized Eva-Last reseller, have been installed;
- (d) "residential application" – the installation of the Pioneer Products in a single family residence;
- (e) this "warranty" – this Pioneer 50 Year Limited Warranty;

Introduction

It is natural and expected for any material in an exterior application to age and exhibit the effects of normal wear and tear. This process begins as soon as the material is installed and exposed to sun, rain, snow, etc. The lifespan of the Pioneer products depends on environmental factors, including: the quality and workmanship of the installation, the local weather conditions, the intensity of received sunlight, pollution, application or usage, traffic volumes, cleaning, and care. Eva-Last® offers the Purchaser of Pioneer products limited product warranties, relating to manufacturing integrity, fade resistance and stain resistance subject to the exclusions, terms and conditions set out in this warranty.

Effective Date

This warranty is effective from, and applicable to all purchases of Pioneer products by a purchaser after, 1 JANUARY 2024.

Eva-Last® Pioneer 50 Year Limited Warranty

Eva-Last® warrants the manufacturing integrity of the Pioneer products and that the Pioneer products will be suitable for the specific purpose intended after installation and assembly for a period of 50 years provided that such installation and assembly is in compliance with the Eva-Last® guidelines available on www.eva-last.com.

Manufacturing Warranties

Eva-Last® warrants that during normal use Pioneer products will not:

- Rip, tear, crack, break, splinter, flake or corrode.
- Become inherently unsound.
- Cup or deform, aside from taking the form of the surface or structure on which the product is installed.
- Delaminate or peel.
- Wear through the surface wear layer under normal domestic traffic conditions for the application.
- Suffer attack by termites or insects.
- Exhibit mould or fungal decay.

Fade Resistance

In normal usage, in the application described by the relevant installation guide, Eva-Last® warrants that the Pioneer product's colour will not fade more than 5 Delta E (CIE) Units for a period of 50 (fifty) years from the date of original purchase.

Stain resistance

Eva-Last® warrants that the Pioneer products will be resistant to staining and discolouration from foods, beverages, household detergents, and discolouration caused by mould, mildew or fungi, provided that – (i) the affected areas are cleaned; and (ii) any debris allowing the mould, mildew or fungi to grow is removed within one week of exposure.

In certain circumstances, a seemingly permanent stain may be eliminated by applying a reasonable cleaning measure. Such reasonable cleaning measures are set out in the Eva-Last® Cleaning and Care Guides.

Although the base polymer of the Pioneer product is broadly resistant to a wide range of substances Eva-Last® does not warrant that the Pioneer Products are stain-proof against all contaminants, and any contaminant must be promptly cleaned as outlined above and in accordance with the Eva-Last® Cleaning and Care Guide. Some contaminants are particularly highlighted as known risks in the Eva-Last® Cleaning and Care Guides.

Conditions

In certain cases, a defect issue may be resolved by taking a corrective action, for example cleaning and implementing any reasonable corrective action as set out in the Eva-Last® Cleaning and Care Guides.

This warranty is only valid if the following installation and maintenance conditions are met:

- Installation in an application or use described in the current version of the relevant installation guide available at www.eva-last.com at the time of installation.
- Installation according to the principles described by the relevant installation guide current at the time of installation.
- Maintenance according to the instructions provided in the Pioneer cleaning and care guide current at the time of cleaning.

Exclusions and limitations

- It is normal and expected for there to be colour variations between Pioneer products due to variability in the manufacturing process of Pioneer products or normal weathering. Therefore, colour inconsistency between samples, weathered Pioneer products and new or replacement Pioneer products are not a defect and are specifically excluded from this warranty.
- It is expected that darker, solid colours have a higher surface temperature when exposed to sunlight and lighter colours a cooler temperature. This is not a defect and is specifically excluded from this warranty.
- Eva-Last® does not warrant against any characteristic, normal feature or quality of a Pioneer product. For example, a very light-coloured Pioneer product requiring frequent cleaning.
- Although insects are unable to eat, burrow into or nest in a Pioneer product, it is possible for insects to nest on a Pioneer product. This is not a defect and is specifically excluded from this warranty.
- Although Pioneer products are resistant to the growth of mould, mildew and fungi, they cannot prevent mould, mildew and fungi growth upon organic debris resting on or trapped in the Pioneer product. Such mould, mildew and fungi can create chemical by products which may discolour the Pioneer product over time. In both cases this is not a defect and is specifically excluded from this warranty.
- Surface wear, scuffs, scratches, minor degradation, minor colour variation and variations in the gloss or reflectiveness of the surface layer, and polishing or abrasion caused by traffic are typical effects of normal usage of a Pioneer product and are excluded from this warranty.

Eva-Last® does not warrant against:

- Improper installation of the Pioneer product.
- Use of Pioneer products outside normal use, or in an application not recommended by the applicable product installation guide or local building codes at the time of installation.
- Installation of Pioneer products which exhibit obvious manufacturing defects but are installed despite those defects, including undesired colour variation.
- Movement, distortion, collapse or settling of the ground or the supporting structure on which the Pioneer products are installed.
- Damage caused by installing Pioneer products on an unstable surface or structure.
- Damage caused by any natural disaster such as a flooding event.
- Damage caused by harsh or corrosive chemicals or cleaning agents, such as abrasive compounds, paints or stains, solvents, metallic rust, strong acids, or strong bases including alkalis, including cementitious substances.
- Staining from substances that are not normally used in a household or office, for example: grease, oil, bitumen, rubber, or ink.
- Staining caused by exposure to unfixed pigments or unfixed dyes, such as those in fabrics, carpets and mats, book covers, magazines and newspapers and plastics.



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- Damage foreign substances identified as resulting in a severe effect on the surface of Pioneer products in the Pioneer technical data sheet compatibility chart available on www.eva-last.com.
- Damage caused by plasticisers leaching out of soft plastic or rubber objects left on Pioneer products. For example: rubber mats, vinyl mats, latex mats, inflatable swimming pools, inflatable pool toys, garden hoses, plastic tarps, etc
- Damage caused by adhesives, paints, stains or coatings applied to the surface of Pioneer products.
- Damage due to punctures, or cuts. Hard edged tools should not be used to remove snow ice or other debris from the surface of the product.
- Fading or staining not on the capped surface of the Product (i.e., the underside or ends of the Product).
- Damage caused by unusual energy sources, including fire and reflected sunlight from low-emissivity glass or any other abnormal level of energy.
- Damage caused by improper handling, transport, storage, abuse or neglect of the Pioneer product by the purchaser or third parties.
- Damage caused by construction activities or construction trades.
- Damage caused by accident or intention.
- Damage caused by loads improperly rolled or dragged across the surface of the Pioneer products. If in doubt, lift the object and carry it over the Pioneer product areas.
- Damage caused by soccer boots, golf spikes, roller skates, skateboards, or high-heel shoes and the like.
- Damage caused by impact from objects. Including cracks on the cap layer of Pioneer products caused by impacts.
- Damage caused by factors that are beyond the reasonable control of Eva-Last®.
- Damage caused by any fixings or accessories not supplied by Eva-Last®.
- Damage caused by fabrication or remanufacturing by any party.
- Damage caused by applying abnormally heavy loads.
- Damage caused by failure to properly and promptly cleaned as specified in the Pioneer products cleaning and car guide.
- Damage caused by furniture with sharp edges or improper castor wheels placed on the Pioneer product.
- Uneven fading or wear or in the Pioneer product caused by variations in sunlight exposure or traffic levels, such as doorways.
- Excessive wear due to the regular introduction of sand, grit or other hard abrasive particles onto the Pioneer product without immediately removing the particles and cleaning the affected area.
- Damage caused by loads or conditions exceeding the design loads indicated in local applicable building codes.
- Claims for damage due to any circumstance or cause other than normal use is specifically excluded from this warranty.

Transferability

The rights of the purchaser arising from the undertakings in this warranty are personal rights solely in favour of the purchaser. This warranty is not capable of transfer ,cession or assignment to any other person or entity including any successor-in-title to the property where the Pioneer products have been installed,

Amendment or alteration

This warranty shall not be amended or altered in any manner whatsoever. If a Pioneer product is moved to a new installation site, all warranties in respect thereof may be extinguished.

Exclusion of Warranties not recorded in this Pioneer 50 Year Limited Warranty

This document constitutes the entire recordal of the provisions and terms and conditions of this warranty. Eva-Last® shall not be bound by any term, representation, undertaking, promise, understanding or the like, express or implied, not recorded in this warranty.

Eva-Last® gives no warranty or undertaking whatsoever as to any application of any or all of the Pioneer products (other than for the specific purpose of the Pioneer products as described in the relevant installation guide available at www.eva-last.com), including but not limited to determining the suitability of the Pioneer products for such application and/or for compliance with relevant building or safety codes.

Eva-Last® shall not be bound by any statement or representation as to the quality, durability, manufacturing integrity and/or use of the Pioneer products not recorded in this warranty. No person or entity is authorised by Eva-Last® to make such statements or representations.

Eva-Last® is solely the distributor and seller of the Pioneer products and its liability is limited to the manufacturing integrity, stain resistance and fade resistance of the Pioneer products as set out above. As such Eva-Last® has no liability whatsoever as may associated with the risks of construction of the base structure upon which the Pioneer products are placed and installed. In this regard it behoves the purchaser to take the necessary steps to ensure the safety of all persons involved in construction and installation of the Pioneer products, including but not limited to:

- Planning construction and installation sufficiently beforehand.
- Wearing/using suitable safety equipment.
- Working in appropriate environmental conditions,
- Ensuring that, where necessary, any design or inspection is undertaken by a suitably qualified or competent person.

If the Pioneer product exhibits signs of failure, damage or degradation, it should be replaced or repaired immediately or not installed as it may otherwise become a safety hazard.

Notification of a claim

In the event that any manufacturing, fade resistant, stain resistant defect becoming manifest, the purchaser shall give written notice of such defect by completing the warranty claim form available on www.eva-last.com (the "Notice of Claim"). The purchaser shall email or deliver the Notice of Claim to:

Eva-Last Americas, LLC
Email: support@eva-last.com
Delivery Address:
8560 Belleview Dr, Suite 225 Plano, TX 75024

In addition the purchaser is required to submit the date and proof of purchase, photographs of the defective products, and a detailed written description within thirty (30) days following the discovery of such defect. No claim under this warranty shall be entertained after the said period of 30 days. Failure to submit the notice of claim within 30 days may result in warranties express or implied being of no further force and effect.

Eva-Last® will confirm receipt of the notice of claim whereafter a consumer support team member will contact the purchaser to begin the claim process. When a claim is submitted, it is evaluated using evidence gathered where the Pioneer products have been installed and it may be necessary to gather additional information from the installation site following the initial complaint.

Failure to cooperate, including but not limited to, preventing the warranty claim from being investigated or adjudicated, will result in the termination of this limited warranty. If a valid warranty claim is approved, Eva-Last® will have a reasonable time after the approval to finalise the claim, or to recommend the implementation of reasonable corrective action. No warranty claim will be entertained if the Pioneer product is removed from the site or altered in any manner before an assessment and subsequent adjudication can take place.

Upon confirmation of a valid warranty claim, Eva-Last®, at its sole opinion, will either provide an authorised repair of the defective products or replace the defective products or refund a portion of the purchase price paid by the purchaser for such defective products, prorated as per the warranty schedule applicable for the application. Replacement material will be as close as possible in colour, design and quality to the original material as reasonably possible. However Eva-Last® does not guarantee an exact match as colours and designs may change.

In the event of Eva-Last® authorising the repair of the defective products or the replacement of the defective products this warranty excludes and does not cover the cost of installation, removal of debris/waste, reinstallation of Pioneer products, transportation, freight and such taxes as may be applicable. In addition this warranty excludes and does not cover loss of time, disposal, incidental costs and any cost arising from the negligence on the part of any person not employed by Eva-Last®.

In the event of Eva-Last® authorising any refund pursuant to the terms of this warranty , such refund will be adjusted and pro-rated according to the length of time that the Pioneer products have been installed as per the Pro-rated Schedule set out below.

Pro-rated Limited Warranty Schedule

This warranty is effective from the date of purchase. This warranty will expire in respect of residential applications – 50 years from date of purchase and in respect of commercial applications – 15 years from date of purchase.

Prorated limited warranty schedule for residential applications	
Years Since Original Purchase Date	Recovery
0 - 15 years	100%
15 - 23 years	70%
23 - 29 years	50%
29 - 36 years	30%
36 - 43 years	20%
43 - 50 years	10%

Prorated limited warranty schedule for commercial applications	
Years Since Original Purchase Date	Recovery
0 - 10 years	100%
10 - 11 years	80%
11 - 12 years	60%
12 - 13 years	40%
13 - 14 years	20%
14 - 15 years	10%

Limitation of Liability

Eva-Last®'s sole liability arising out of this warranty is to repair or replace the defective products or to refund the purchase price or a portion thereof. In all events Eva-Last®'s liability is limited to the purchase price paid by the purchaser for the defective products. Eva-Last® shall not be liable under any circumstances for indirect or consequential damages of any nature whatsoever. It is accepted that in certain jurisdictions, it may not be lawful to exclude warranties implied by law. In such event the terms, conditions and exclusions set out in this warranty will apply to the full extent permissible by law.