



Clip&Rip[®]

Universal Hidden Deck Clip

Limited Warranty

Clip&Rip[®] is manufactured and warranted by Avon Plastics, Inc. (hereinafter, "Avon"). Clip&Rip[®] is a registered trademark of Starborn Industries, Inc. (hereinafter, "Starborn"). Clip&Rip[®] is the trademark of Starborn's deck board fastening system (hereafter the "Product"). The purchase of the Product is an acceptance of the terms and conditions of this Limited Warranty which is passed-through from Avon, and constitutes the entire liability, obligations, and responsibility of Avon. Read this Limited Warranty carefully before purchasing or installing this Product as improper use or installation may nullify or void any rights you may have under the Limited Warranty.

As used in this Limited Warranty, "Retail Purchaser" means the person or persons who owned the property on which the Product was originally installed; a "retail application" is an installation of the Product in an owner-occupied personal residence; and "Limited Lifetime Warranty" is used to define the expected life of the Product, which is 25 years (hereinafter the "Life of the Product" or "Warranty Period").

LIFETIME LIMITED WARRANTY RESIDENTIAL

According to the terms and Conditions of this Limited Warranty, Avon warrants to the original retail purchaser ("Retail Purchaser," "You" or "Your") that for the Life of the Product, the Product will, under normal installation and service conditions, remain free from material and/or manufacturing defects, and will not crack or rust, when installed, used, and maintained above ground and in conformance with the Product's written instructions.

WARRANTY TERMS AND CONDITIONS

Avon warrants the performance of the Product when properly installed in accordance with Starborn's installation instructions and all applicable building codes. Avon warrants that the Product will be, (1) free from defects in material and workmanship for the Life of the Product, (2) will not fail for the life of the project in which the Product is first used, and (3) will not damage your chosen board due to a failure of the Product. Should the Product fail within the Warranty Period, Avon will replace the non-conforming Product and any deck board damaged by the non-conforming product, as set forth below, provided the non-conforming Product was properly installed, used and maintained according to the written instructions, and the below warranty claim procedures are followed. However, note that screws exhibiting some surface rust, blemishes and corrosion, is normal, is not considered a Product failure, and will not be covered under this Limited Warranty. Avon, at its discretion, may choose to provide monetary compensation for the original purchase cost of any deck board damaged by the non-conforming Product in lieu of providing replacement deck boards.

The intended application of the Product is to be used with grooved wood (and other related products), composite, capped composite, and PVC decking products, including those manufactured by Trex, Fiberon, CPG Building Products (TimberTech[™] and AZEK[™] brands), Armadillo[™] and other similar products. For a list of compatible deck board products see https://www.starbornindustries.com/starborn_product/cliprip/.

Specifically Excluded Uses. The Product is not to be used in association with aluminum, stone, or angled edge grooved deck boards (hereinafter "Excluded Uses"). Use of the Product for any Excluded Use will automatically invalidate and void this Limited Warranty. Use of the Product in conjunction with any other unapproved products may also void this Limited Warranty.

DISCLAIMER OF IMPLIED WARRANTIES

This Limited Warranty is the only warranty (whether written or oral, express or implied) Avon makes for Your Product; it is subject to all terms and conditions stated herein and no one (including, but not limited to a Product dealer, installer, reseller, agent or employee) is authorized to modify, expand or add to this Limited Warranty. Avon makes no other representations, guarantees or warranties. No one is authorized to make any representation, guarantee, or warranty on Avon's behalf, and Avon shall not be bound by or liable for, any other representations, guarantees, warranties, or conditions with regard to the Product other than as expressly stated in this Limited Warranty.

THIS LIMITED WARRANTY COMPRISES AVON'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH THE PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. AVON EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL AVON BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCTS AS ADJUSTED ON THE BASIS OF THE PRORATED WARRANTY SCHEDULE PROVIDED HEREIN.

WARRANTY CLAIM PROCEDURE

All claims and notices must be sent to:

STARBORN INDUSTRIES, INC
45 MAYFIELD AVE
EDISON, NJ 08837
PHONE: 800-596-7747
EMAIL: info@starbornindustries.com

Safety Precautions. If a non-conforming Product is discovered the Retail Purchaser agrees it will either make temporary repairs or cordon off and secure the affected area to ensure the safety of others. Any temporary repairs or actions securing the affected area shall be at Retail Purchaser's sole expense and liability.

When submitting a claim, Retail Purchaser must submit each of the following documents to the above warranty address:

1. A detailed description of the non-conforming Product.
2. Photographs of the non-conforming Product showing any purported defects.
3. A valid proof of purchase.
4. Proof of compliance with the above Safety Precautions.

Investigations. If requested, Retail Purchaser must allow Starborn or its agents onto Retail Purchaser's property to investigate if there is a valid Limited Warranty claim. Refusal to permit Starborn or its agents onto the property shall void this Limited Warranty.

No Product shall be returned to Starborn without Starborn's express written authorization.

Any removal or disposal of non-conforming Products prior to being authorized by Starborn, or prior to an inspection by Starborn, shall automatically void this this Limited Warranty.

RETAIL PURCHASERS' SOLE REMEDY

Subject to the terms and conditions herein, Retail Purchaser's sole remedy, and Avon's sole liability, for any claim whatsoever relating to the Product, including without limitation any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of the Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes of regulations, or otherwise) or any claims that the Products failed to perform as warranted above, is and shall be the replacement of the defective Products with new Products, as the case may be in an amount equal to the volume originally purchased as listed on the Prorated Warranty Schedule contained herein, or the number of installation as reasonably possible, in Avon's sole discretion and determination, but Avon does not guarantee an exact match as designs may change. Avon may, at its sole option and discretion, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the non-confirming Product.

This Limited Warranty does not include, nor provides for, any labor, including but not limited to the labor costs associated with the removal and replacement of any non-conforming Products with new conforming Products or replacement deck boards damaged by the Retail Purchaser or any non-conforming Products. This Limited Warranty also does not include any labor costs, or the cost of any other products, installed by Retail Purchaser or its agents, in lieu of installing replacement conforming Products.

Prorated Limited Lifetime Residential Warranty Schedule

Recovery	Year of Claim
100%	2-10 years
80%	11-13 years
60%	14-16 years
40%	17-19 years
20%	20-22 years
10%	23-25 years
0%	After 25 years

Prorated Limited 5-Year Commercial Warranty Schedule

Recovery	Year of Claim
100%	1-2 Years
50%	3-4 Years
10%	5 Years
0%	After 5 Years

Any commercial use of the Product shall be subject to the above Commercial Warranty Schedule.

EXCLUSIONS AND LIMITATIONS OF CERTAIN DAMAGES

In no event will Avon be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages based upon the Products or resulting, directly or indirectly, from any defect non-conforming in the Products, including but not limited to damage, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if Avon is expressly advised about the possibility of such damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages in certain circumstances, so the above limitation may not apply to you. As provided above, this Limited Warranty does not cover, and Avon shall not be liable for any installation, removal or reinstallation costs. Avon does not warranty against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of the Product or Your choice of deck board product, (2) failing to follow requirements, recommendations, and instructions of the Product and Your choice of deck board products, (3) any unknown incompatibility between the Product and Your choice of deck board, (4) failing to follow any applicable laws or building codes; (5) use of the Product and Your choice of deck board products beyond normal use or in application not recommended or permitted in Clip&Rip® installation guide and/or Your choice of deck boards, written instructions, and applicable laws and building codes;

(5) use of the Product and Your choice of deck board products beyond normal use or in application not recommended or permitted in Clip&Rip® installation guide and/or Your choice of deck boards, written instructions, and applicable laws and building codes; (6) movement, distortion, collapse or setting for the ground or the supporting structure on which the Product and your choice of deck board products are installed; (7) any Act of God including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.; (8) improper handling, maintenance, storage, abuse or neglect of the Product and your choice of deck board products by You or others; (9) impacts from objects.

ADDITIONAL TERMS AND LIMITATIONS

The suitability of the Products for Retail Purchaser's property for the installation and use of the Products, including but not limited to whether the Product meets the requirements of any applicable building or safety code or similar regulation relating to Retail Purchaser's property, is the responsibility of the Retail Purchaser and/or its design professional, and not that of Avon. Avon does not provide architectural or engineering services. Avon makes no express or implied warranty or representations as to suitability of the Products for, or actual performance, capabilities, or operation of the Products at, Retail Purchaser's property or under the conditions of Retail Purchaser's use.

Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (i) the Product is not installed, maintained and/or used strictly in accordance with the Product's written instructions, and all applicable laws, codes and regulations; (ii) misuse of the Product, whether foreseeable or unforeseeable; (iii) failure of properly and timely maintenance or repair; (iv) failure to provide timely notice to Starborn® of any failure or defect of the Product.

CHOICE OF LAW

The laws of the State of Minnesota shall govern any and all claims under this limited warranty including its limitations, interpretation or breach.