

Lifetime Deck Frame Limited Warranty – 2026

Dupont Decks, Inc.

When you trust Dupont Decks, Inc. to build your new deck, you can rest assured that you have invested in one of the strongest and best-built deck framing systems available. We use only high-quality framing lumber, premium fasteners, and advanced framing techniques. Our deck frames are engineered using an exceptionally strong and durable construction process.

We are so confident in the strength and craftsmanship of our deck frames that we guarantee your deck frame will last a lifetime—you will never need to rebuild it. While decking and railing styles may change over time, your Dupont Decks frame is built to endure. Decking and railings may be removed and replaced with new materials at any time, allowing you to refresh the appearance of your deck while maintaining the same long-lasting structural frame designed to last for decades.

All deck frames built by Dupont Decks, Inc. include a lifetime repair warranty. If a defect in workmanship of the deck frame is discovered, Dupont Decks, Inc. will repair the defect at no cost to the homeowner.

This Lifetime Deck Frame Limited Warranty (“Warranty”) provides limited coverage for defects in workmanship in the structural deck frame, subject to the terms, exclusions, and limitations set forth below.

1. Parties

This Warranty is issued by Dupont Decks, Inc. (“Company”) to the original homeowner (“Owner”) for the residential deck frame constructed by Company at the original installation address.

2. Definition of “Lifetime”

For purposes of this Warranty, “Lifetime” means the period during which:

- The original deck frame remains installed at the original property location;
- The deck is owned by the original Owner;
- The deck is used solely for its intended residential purpose; and

- The deck frame has not been structurally altered, relocated, modified, or subjected to any excluded conditions described in this Warranty.

This Warranty terminates automatically upon sale, transfer of ownership, rental conversion, or change in use of the property.

3. Warranty Coverage (Workmanship Only)

Company warrants that the structural deck frame constructed entirely with new materials by Dupont Decks, Inc. will be free from defects in workmanship for the Lifetime of the deck frame, subject to all terms, exclusions, and limitations herein.

This Warranty applies **only to workmanship** and does **not** warrant or guarantee:

- The lifespan, performance, or condition of materials;
 - Compliance with future building codes or regulations adopted after the date of construction; or
 - Resistance to environmental, soil, or weather-related conditions.
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4. Covered Structural Components

Coverage under this Warranty is limited exclusively to defects in workmanship related to the following structural deck frame components:

- Joists
- Beams
- 6" x 6" vertical support posts

No other components are covered under this Warranty.

5. Exclusive Warranty Remedy

If a defect in workmanship of a covered component is discovered during the Warranty period, Company, at its sole discretion, shall repair the defective workmanship at no cost to the Owner.

Repair is the sole and exclusive remedy under this Warranty.

Replacement, removal, reconstruction, reimbursement, or upgrade of materials or

components is expressly excluded unless Company determines, in its sole discretion, that such action is necessary to complete the repair.

6. Exclusions and Limitations

This Warranty does not cover, and Company shall have no responsibility for, any of the following:

- a. **Material defects**, which are covered exclusively by the applicable manufacturer's warranty.
 - b. **Deck footings, foundations, piers, or ground support systems**, including footings installed by Company, due to variable soil, drainage, frost, and environmental conditions.
 - c. **Environmental or site-related conditions**, including but not limited to soil movement, settlement, erosion, flooding, frost heave, expansive soils, improper drainage, or acts of nature.
 - d. **Damage resulting from footing movement**, even if such movement causes stress or damage to the deck frame.
 - e. **Misuse, abuse, neglect, lack of maintenance, or failure to follow recommended care practices.**
 - f. **Alteration, modification, or attachment of additional structures**, including but not limited to hot tubs, pergolas, screened enclosures, roofs, or accessory loads not part of the original design.
 - g. **Damage caused by third parties**, including contractors, homeowners, tenants, guests, or occupants.
 - h. **Normal wear and tear, aging, weathering, or cosmetic changes** over time.
 - i. **Changes in building codes, zoning laws, or regulations** enacted after the date of construction.
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7. Non-Covered Work

This Warranty does not apply to:

- Decks incorporating any reused, altered, or modified existing framing
 - Decking boards, railings, stairs, finishes, coatings, fasteners, accessories, or other non-structural components
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8. Implied Warranties (Minnesota Compliance)

To the fullest extent permitted by Minnesota law, this Warranty **supersedes and replaces all other warranties**, express or implied.

Any implied warranties, including implied warranties of workmanship or habitability that cannot be disclaimed under Minnesota law, are **limited in scope and duration** to the same terms, conditions, exclusions, and limitations set forth in this Warranty.

9. Non-Transferability

This Warranty is non-transferable and applies solely to the original Owner of the property where the deck is installed.

10. Warranty Claim Procedure

Owner must provide written notice to Company within a reasonable time after discovery of a claimed defect. Company shall be provided reasonable access to inspect the deck frame prior to any repair work.

Failure to provide timely notice or reasonable access shall void this Warranty.

11. Dispute Resolution and Arbitration

Any dispute, claim, or controversy arising out of or relating to this Warranty, the deck frame, or services provided by Company shall first be subject to good-faith informal resolution.

If informal resolution is unsuccessful, the dispute shall be resolved by **binding arbitration** administered in accordance with the rules of the American Arbitration Association (AAA). Arbitration shall take place in the State of Minnesota.

Each party shall bear its own costs and attorney's fees unless otherwise required by Minnesota law. The arbitrator's decision shall be final and binding.

12. Limitation of Liability

To the fullest extent permitted by Minnesota law, Company shall not be liable for any incidental, consequential, special, or indirect damages, including but not limited to loss of use, loss of enjoyment, property damage, or personal injury arising out of or related to this Warranty or the deck frame.

13. No Oral Modifications

No employee, agent, or representative of Company is authorized to modify this Warranty. Any modification must be in writing and signed by an authorized officer of Company.

14. Governing Law

This Warranty shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict-of-law principles.

15. Severability

If any provision of this Warranty is found to be unenforceable under Minnesota law, the remaining provisions shall remain in full force and effect.