

# Canadian Decks Warranty, Liability & Policies

## Introduction

At Canadian Decks, we take pride in the quality of our workmanship and stand behind every project we build. The following policy explains our workmanship warranty, material warranties, homeowner responsibilities, and general terms relating to the construction and completion of your project.

## Scheduling & Project Completion

Canadian Decks schedules each project carefully to provide the highest level of workmanship and customer service.

As a general practice, Canadian Decks assigns a dedicated crew to each project. Our goal is for that crew to remain focused on your project until it is substantially complete rather than rotating between multiple customer projects. In certain circumstances, scheduling adjustments or additional crews may be necessary to maintain safety, quality, or overall project efficiency.

Estimated start dates and completion dates are based on the information available at the time of scheduling and are not guaranteed.

Project schedules may be affected by circumstances beyond our reasonable control, including but not limited to:

- Weather conditions.
- Municipal permit processing and inspections.
- Utility locator scheduling.
- Material shortages or supplier delays.
- Incorrect or damaged material deliveries.
- Engineering or municipal revision requests.
- Scope changes requested by the homeowner.
- Unforeseen site conditions.
- Labour shortages, illness, or emergencies.

While these circumstances may affect scheduling, Canadian Decks will make every reasonable effort to keep the project moving and complete it as efficiently as possible while maintaining our quality standards.

If delays occur, we will communicate with you promptly, explain the reason, and provide an updated schedule whenever reasonably possible.

## **Warranty Activation**

All warranties become effective only after the project has been substantially completed and the contract has been paid in full. Any outstanding balance may suspend warranty coverage until payment has been received.

## **10-Year Workmanship Warranty**

Canadian Decks provides a 10-year workmanship warranty on our installation services.

This warranty covers defects that occur as a direct result of improper workmanship performed by Canadian Decks.

If a workmanship defect is identified during the warranty period, Canadian Decks will provide the labour required to correct the defect.

Replacement materials are not included under this workmanship warranty unless otherwise agreed to in writing or required by applicable law.

## **Pressure-Treated Lumber Warranty**

Pressure-treated lumber is a natural product and is subject to shrinking, swelling, checking, cracking, twisting, warping, cupping, and other changes caused by weather, temperature, and moisture.

For this reason, Canadian Decks provides a 3-month workmanship warranty on pressure-treated lumber installations. After this period, natural movement and weather-related changes are considered normal characteristics of the material and are not covered under warranty.

## **Manufacturer Warranties**

Store-bought products including composite decking, PVC decking, aluminum railings, glass railings, shingles, hardware, fasteners, lighting, and other manufactured products are covered by their respective manufacturers' warranties.

Canadian Decks will assist homeowners with warranty documentation where reasonably possible but is not responsible for manufacturer warranty decisions, product failures, replacement timelines, or warranty approvals.

## **Maintenance Requirements**

To help maximize the life of your project and maintain warranty coverage, homeowners are responsible for performing reasonable maintenance, including:

- Keeping the deck and surrounding areas clean and free of debris.
- Promptly reporting any concerns to Canadian Decks before additional damage occurs.
- Following the manufacturer's maintenance recommendations for composite, PVC, aluminum, glass, lighting, and other manufactured products.
- Periodically inspecting fasteners, hardware, and railings for normal loosening due to seasonal movement.
- Allowing adequate drainage around the structure and avoiding conditions that trap excessive moisture.
- For pressure-treated lumber, applying a quality penetrating wood oil or stain when appropriate to help reduce weather-related deterioration.

Seasonal expansion, contraction, minor movement, small gaps, and occasional squeaks are normal characteristics of outdoor construction and are not considered workmanship defects.

Failure to perform reasonable maintenance may limit warranty coverage where the lack of maintenance directly contributes to the damage.

## **Sod, Grass & Landscaping**

Canadian Decks will install sod in a professional manner using healthy, commercially supplied materials. Once installed, the survival, rooting, colour, appearance, and long-term health of the sod are beyond our control and depend on proper watering, weather conditions, soil quality, drainage, sunlight, foot traffic, pets, insects, disease, and ongoing maintenance.

The homeowner is solely responsible for watering and maintaining the sod immediately after installation in accordance with industry recommendations.

Unless otherwise agreed to in writing, no warranty is provided on sod, seed, topsoil, or other living landscaping materials.

Canadian Decks is not responsible for damage or failure caused by drought, excessive rainfall, extreme temperatures, inadequate irrigation, pests, disease, or any conditions beyond our control.

## **Natural Materials**

Wood is a natural building material, and every piece is unique. Variations in colour, grain pattern, knots, checking, texture, sap, and seasonal movement are normal characteristics and are not considered defects.

Pressure-treated lumber may shrink, expand, twist, cup, split, crack, or develop surface checks as it dries and acclimates to outdoor conditions. These natural characteristics do not affect the structural integrity of the material and are not covered under warranty unless they result directly from improper workmanship.

## **Warranty Exclusions**

This warranty does not cover:

- Normal wear and tear.
- Natural weathering or aging.
- Natural variations in colour, grain, texture, knots, checking, and other characteristics of wood or other natural materials.
- Normal fading or colour changes of pressure-treated lumber, cedar, composite decking, PVC, aluminum, glass, and other exterior materials.
- Acts of God, including wind, hail, flooding, fire, lightning, earthquakes, or other severe weather events.
- Frost heave, soil movement, settlement, erosion, or shifting structures.
- Damage caused by improper drainage, standing water, or excessive moisture.
- Damage caused by tree roots, falling trees, branches, vegetation, insects, or animals.
- Damage caused by accidents, misuse, neglect, abuse, vandalism, pets, or third parties.
- Failure to perform recommended maintenance.
- Alterations, modifications, or repairs completed by anyone other than Canadian Decks.
- Manufacturer defects or product recalls.

## **Existing Structures**

When Canadian Decks performs resurfacing, additions, repairs, or connects new construction to existing structures, we are not responsible for hidden defects, rot, insect damage, structural deficiencies, code deficiencies, or conditions that were not visible or reasonably discoverable before work began.

If concealed conditions are discovered during construction, additional repairs may be necessary. Any such work will be discussed with the homeowner before proceeding.

## **Property Lines**

The homeowner is responsible for identifying and clearly marking all property lines before construction begins.

Canadian Decks accepts no responsibility for fences or other structures installed on incorrectly identified property lines.

## **Underground Utility Locates**

As a courtesy to our customers, Canadian Decks will request underground utility locates before excavation begins.

Construction cannot begin until locates have been completed and cleared.

Canadian Decks is not responsible for delays resulting from the scheduling, response time, or availability of utility locator services or utility providers.

## **Permits & Municipal Approvals**

Where required, Canadian Decks will assist with the permit process as outlined in the contract.

Canadian Decks is not responsible for delays resulting from municipal reviews, permit processing times, inspections, engineering requirements, revision requests, stop-work orders, or other decisions made by municipalities or regulatory authorities.

Project schedules may be adjusted accordingly without penalty to Canadian Decks.

## **Limitation of Liability**

Canadian Decks' responsibility under this warranty is limited to repairing workmanship defects covered by this warranty.

Canadian Decks shall not be liable for indirect, incidental, consequential, special, or economic damages, including loss of use, inconvenience, temporary relocation costs, lost profits, or other damages arising from circumstances beyond our reasonable control, except where prohibited by applicable law.

## **Warranty Claims**

If you believe you have a warranty claim, please contact us with:

- Your name and address.
- The approximate project completion date.
- A description of the issue.
- Photos, if available.

Canadian Decks must be given a reasonable opportunity to inspect and repair any claimed workmanship defect before repairs are performed by others. Repairs completed without prior written authorization from Canadian Decks may void warranty coverage for the affected area.

The homeowner agrees to provide reasonable access to the property for warranty inspections and repairs.

We will review your claim and arrange an inspection within a reasonable time.

Our goal is simple: if a problem is caused by our workmanship, we will stand behind our work and address it promptly.