

TIMBERTECH DECKING, DRYSPACE & ACCESSORIES WARRANTY

25-Year Limited Residential Warranty 10-Year Limited Commercial Warranty

Statement of Warranty: This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter “Purchaser”), of TimberTech® alternative decking materials and the DrySpace deck drainage system (collectively “Products”) manufactured by CPG International LLC (hereinafter “Manufacturer”) For purposes of this warranty, a “Residential Purchaser” shall refer to a single-family residential homeowner and a “Commercial Purchaser” shall refer to any Purchaser other than a single-family residential homeowner.

Except as set forth in the exclusions, limitations and restrictions set forth below, Manufacturer warrants to a Residential Purchaser that for a period of twenty-five (25) years (10 years for a Commercial Purchaser), the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the warranty period and (4) result in splitting, splintering, rotting or structural damage from termites or fungal decay.

Exclusions from Warranty Coverage: Manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of the Products and/or failure to abide by the Manufacturer’s installation guidelines, including but not limited to improper gapping; (2) use of the Products beyond normal use, or in an application not recommended by the Manufacturer’s installation guidelines and/or local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, oil, etc.); (5) variations or changes in color of Products; (6) normal weathering of surfaces; (7) improper handling, storage, abuse or neglect of the Products by Purchaser, the transferee or third parties; (8) exposure to, or direct or indirect contact with extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass which may damage the surface of the product and/or cause the Product to fade; (9) fabrication or remanufacturing by third parties; (10) minor dripping from DrySpace; (11) any fasteners not supplied by Manufacturer; or (12) improper application of paint or other surface chemicals not recommended by the Manufacturer in writing;

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Products in connection with their use in any particular application.

Obtaining Warranty Performance: If Purchaser discovers a defect in any of the Products covered under this Limited Warranty during the applicable warranty period, Purchaser must, within thirty (30) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Manufacturer. Purchaser may notify Manufacturer of a warranty claim using TimberTech’s online warranty claim form process available at <http://timbertech.com/warranty-and-care/claim-center/>. Alternatively, Purchaser may submit a warranty claim by contacting the Manufacturer in writing at the following address:

CPG Building Products LLC
894 Prairie Avenue
Wilmington, Ohio 45177
Attn: Claims Department

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Manufacturer may request additional information. After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser’s claim is valid, Manufacturer will, at its option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but Manufacturer does not guarantee an exact match as colors and design may change. In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products and will extend for the balance of the warranty period in effect at the time the material proved defective.

If a Residential Purchaser makes a valid warranty claim during years eleven (11) through twenty-five (25) after the original purchase date, then the Residential Purchaser’s recovery will be prorated as indicated below. If Manufacturer is providing replacement materials, it may elect to replace the percentage listed below of Products; if Manufacturer is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of the Products.

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Year of Claim	Recovery	Year of Claim	Recovery	Year of Claim	Recovery
11	80%	16	60%	21	20%
12	80%	17	40%	22	20%
13	80%	18	40%	23	10%
14	60%	19	40%	24	10%
15	60%	20	20%	25	10%

This warranty shall not cover, and Manufacturer shall not be responsible for, costs and expenses incurred with respect to the removal of the defective Products or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the Purchaser's SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

Transfer of Warranty: This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

Limitations: DISCLAIMER OF WARRANTIES: EXCEPT FOR (1) THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION FOR THE WARRANTY TERM AND BEYOND THE WARRANTY TERM.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages and/or limitations on how long an implied warranty lasts so the above exclusions and/or limitations may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

Miscellaneous: This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this warranty. This warranty may not be altered or amended except in a written instrument signed by Manufacturer and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made herein and Manufacturer shall not be bound by any such statements other than those contained in this warranty. Manufacturer reserves the right to discontinue or modify the Products covered under this warranty at any time without notice. In the event that repair or replacement of the Products pursuant to this warranty is not possible, Manufacturer may fulfill any repair or replacement obligation under this warranty with a product of equal value.

This warranty is effective for purchases of Products on or after January 1, 2016.

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TIMBERTECH FADE AND STAIN WARRANTY – TERRAIN, TROPICAL AND LEGACY COLLECTIONS

25-Year Limited Residential

Statement of Warranty: This warranty is given to either (1) the original residential purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter “Purchaser”), of TimberTech Terrain, Tropical or Legacy Collection decking (the “Product”). For purposes of this warranty, a residential Purchaser shall refer to a single-family residential homeowner.

CPG International LLC (hereinafter “Manufacturer”) warrants to Purchaser that, for a period of twenty-five (25) years from the date of the original consumer purchase (the “Term”), under normal use and service conditions:

(1) The Product’s color will not fade from light and weathering exposure, as measured by a color change of more than 5 Delta E (CIE) units. While the Product is designed to resist fading, no material is fade proof when subjected to years of exposure to ultraviolet (UV) rays and the elements.

(2) The Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Product, including items such as condiments (barbecue sauce, ketchup, mustard, mayonnaise), salad dressing and salad oils, grease, tea, wine, coffee, fruit punch, sodas and other food and beverage related items that would typically be present on a residential deck, provided that such substances are removed from the Product with soap and water or mild household cleaners after no more than one (1) week of exposure of the substances to the surface of the Product.

Notwithstanding the foregoing, Manufacturer does not warrant that the Product is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, this warranty does not cover any staining or damage to the Product resulting from abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant foods or other bactericides.

All warranties are subject to the exclusions, limitations and restrictions set forth in the foregoing paragraph and below.

Standard TimberTech 25 Year Limited Residential Warranty. This warranty is in addition to the standard TimberTech Limited 25 Year Limited Residential Warranty that applies to TimberTech alternative decking materials.

Obtaining Warranty Performance: Purchaser must do as follows in order to make a claim under this warranty:

Claims Regarding Stain-Resistance: If the Purchaser is making a claim relating to the warranty on stain resistance, Purchaser must do all of the following (in addition to the procedures set forth below for **All Claims**):

1. Attempt to clean the affected area of the Product by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the surface of the Product.
2. If, after completing step 1 above, the affected area remains reasonably unsatisfactory, then Purchaser must have the affected area of the Product cleaned by a professional deck cleaner at Purchaser’s expense.
3. If, after completing steps 1 and 2 above, the affected area still remains reasonably unsatisfactory, Purchaser may make a claim under this warranty as provided herein, provided that such claim is made within thirty (30) days after the professional cleaning is completed.

All Claims: Purchaser, must no later than the end of the Term, notify Manufacturer of a warranty claim using TimberTech’s online warranty claim form process available at <http://timbertech.com/warranty-and-care/claim-center/>. Purchaser must provide proof of purchase, a description and photographs of the affected area of the Product, and, if the claim relates to the warranty on stain resistance, and reasonable proof of compliance with the requirements set forth above under “**Claims Regarding Stain-Resistance.**” Alternatively, Purchaser may send this information to the Manufacturer at the following address:

CPG Building Products LLC
894 Prairie Avenue
Wilmington, Ohio 45177
Attn: Claims Department