

TIMBERTECH[®] LIMITED JOIST TAPE WARRANTY

TimberTech PRO-Tac Flashing and Joist Tape™ 25-year Limited Warranty

Statement of Warranty: This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property to which the product is used, if different from the original purchaser (collectively hereinafter “Purchaser”), of TimberTech PRO-Tac Flashing and Joist Tape (“Joist Tape”). 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. The AZEK Company Inc.’s operating entity, CPG Building Products LLC, through its TimberTech[®] brand (hereinafter “TimberTech”), warrants to Purchaser that, for a period of twenty-five (25) years (residential) and ten (10) years (commercial) from the date of the original purchase, residential or commercial as the case may be, (the “Term”), under normal use and service conditions, that the Joist Tape will be free from defects in material and workmanship in accordance with the terms herein. This warranty is subject to the additional exclusions, limitations, and restrictions set forth below.

Obtaining Warranty Performance: If Purchaser discovers a defect in the Joist Tape during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect, but no later than the end of the Term, notify TimberTech of a warranty claim using TimberTech’s online warranty claim form process available at <https://www.timbertech.com/about-warranties/warranty-support/>. Alternatively, Purchaser may submit a claim by contacting TimberTech in writing, at the following address:

TimberTech
894 Prairie Avenue
Wilmington, Ohio 45177
Attn: Claims Department

Purchaser must include in this notification proof of purchase and a statement explaining the defect. TimberTech may request additional information. After reviewing all information, TimberTech will make a determination regarding the validity of such claim. For any claim that TimberTech determines to be valid, TimberTech will replace the defective Joist Tape.

This warranty shall not cover, and TimberTech shall not be responsible for, costs and expenses incurred with respect to removal, installation, or reinstallation of the Joist Tape, any portion of the underlying deck or building structure or the decking materials and assumes no liability for loss of use or for incidental or consequential damages.

The foregoing remedy is the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY. This warranty does not cover damages from improper installation or application, abuse, alteration, disasters, or misuse and treatment in a manner other than as intended. TimberTech’s sole obligation is limited to replacement of the Joist Tape and TimberTech shall have no further liability or obligation except as purposely stated in this document.

No Transfer of Warranty: This warranty may not be transferred to another Purchaser.

Exclusions from Warranty Coverage: TimberTech does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damage attributable to: (1) improper installation of the Joist Tape and/or failure to abide by TimberTech’s installation/use instructions; or (2) use of the Joist Tape beyond normal use, or in an application for which the Joist Tape was not intended.

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

ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TWENTY-FIVE YEAR DURATION OF THE RESIDENTIAL LIMITED WARRANTY (OR TEN YEAR COMMERCIAL) AND ARE DISCLAIMED FOR ALL PERIODS THEREAFTER.

Limitations: DISCLAIMER OF WARRANTIES (RESIDENTIAL PURCHASER): EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, TIMBERTECH MAKES NO OTHER EXPRESS WARRANTIES, GUARANTEES, OR INDEMNITIES, ARISING BY COURSE OF DEALING, USAGE OF TRADE OR CUSTOM, AND ALL SUCH OTHER EXPRESS WARRANTIES, GUARANTEES, AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED FROM THIS TRANSACTION FOR THE WARRANTY TERM AND BEYOND THE WARRANTY TERM.

Limitations: DISCLAIMER OF WARRANTIES (COMMERCIAL PURCHASERS): EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, TIMBERTECH 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.

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Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: TIMBERTECH'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL TIMBERTECH 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. TIMBERTECH'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion 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.

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 agreement. This warranty may not be altered or amended except in a written instrument signed by TimberTech and Purchaser. No agent, employee, or any other party is authorized to make any warranty in addition to that made in this agreement and TimberTech shall not be bound by any such statements other than those contained in this warranty.

This warranty is effective for purchases of Joist Tape on or after January 12, 2023.

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