TIMBERTECH COMPOSITE™ DECKING LIMITED WARRANTY - LEGACY, RESERVE, TERRAIN®, PRIME+, PRIME, AND PREMIER COLLECTIONS

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 Composite alternative decking materials (including the Legacy, Reserve, Terrain, Prime+, Prime, and Premier Collections) (hereinafter "Products") manufactured by The AZEK Company Inc.'s operating entity, CPG Building Products 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 that for the warranty periods delineated below, 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.

Warranty Periods:
Legacy, Reserve, and Terrain Collections—30 years (prorated as set forth below) for Residential Purchasers; 10 years for Commercial Purchasers.
Prime+, Prime, and Premier Collections—25 years (prorated as set forth below) for Residential Purchasers; 10 years for Commercial Purchasers.

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 https://www.timbertech.com/about-warranties/warranty-support/. Alternatively, Purchaser may submit a warranty claim by contacting the Manufacturer 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. 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) or thirty (30) (as applicable) 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.

Legacy, Reserve, and Terrain Collections:

TIMBERTECH COMPOSITE™ DECKING LIMITED WARRANTY - LEGACY, RESERVE, TERRAIN®, PRIME+, PRIME, AND PREMIER COLLECTIONS

Year of Claim	Recovery
11–13	80%
14–16	60%
17–19	40%
20–22	20%
23–30	10%

Year of Claim	Recovery
11–13	80%
14–16	60%
17–19	40%
20–22	20%
23–25	10%

Prime+, Prime and Premier Collections:

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 12, 2023.
Copyright 2023 CPG Building Products LLC