TIMBERTECH® ADVANCED PVC DECKING FADE AND STAIN LIMITED WARRANTY – HARVEST, LANDMARK, AND VINTAGE COLLECTIONS

50-Year Limited Fade and Stain

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 Advanced PVC Decking including the Harvest, Landmark, and Vintage Collections (the "Product"). For purposes of this warranty, a residential Purchaser shall refer to a single-family residential homeowner.

The AZEK Company Inc.'s operating entity, CPG Building Products LLC (hereinafter "Manufacturer"), warrants to Purchaser that, for a period of fifty (50) 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 nonfood 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 Advanced PVC Limited Warranty. This warranty is in addition to the standard Limited Warranty that applies to Advanced PVC Decking.

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 https://www.timbertech.com/about-warranties/warranty-support/. 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, 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:

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

Manufacturer reserves the right to request additional information in connection with the warranty claim.

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After reviewing all information, Manufacturer will make a determination regarding the validity of the claim submitted. If Manufacturer determines that the Purchaser's claim is valid, Manufacturer will, at its sole option, either replace the affected item or refund the portion of the purchase price paid by the Purchaser for such affected item (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 Purchaser makes a valid warranty claim hereunder during years eleven (11) through fifty (50) after the original purchase, then 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 boards otherwise meeting the requirements for a claim; if Manufacturer is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

Year of Claim	Recovery
11–14	90%
15–18	80%
19–22	70%
23–26	60%
29–30	50%

Year of Claim	Recovery
31–34	40%
35–38	30%
39–42	20%
43–50	10%

This warranty shall not cover, and Manufacturer shall not be responsible for, costs and expenses incurred with respect to the removal of affected Product or the installation of replacement materials, including but not limited to labor and freight. The foregoing remedies are the 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 Product was originally installed.

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, condition or damages attributable to the following: (1) improper installation of the Product and/or failure to abide by TimberTech's installation guidelines, including but not limited to improper gapping; (2) use of the Product beyond normal residential use, or in an application not recommended by the TimberTech installation guidelines and local building codes; (3) movement, distortion, collapse, or settling of the ground or the supporting structure on which the Product is installed; (4) 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; (5) any act of God (such as flooding, hurricane, earthquake, lightning, etc.) or environmental condition (such as air pollution, mold, mildew, etc.), (6) improper handling, storage, abuse, or neglect of the Product by Purchaser, the transferee or third parties; (7) any fading or staining not on the surface of the Product (i.e., the underside or the ends of the Product); or (8) ordinary wear and tear.

In addition, this warranty will be voided if (1) paint, stain or other coating materials are applied to the Product, or (2) the surface of the Product has been damaged or punctured, including as a result of contact with shovels or similar sharp-edged tools. Such tools should not be used under any circumstance to remove snow, ice, or other debris from the surface of the Product.

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

Limitations: DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN AND IN THE MANUFACTURER'S ADVANCED PVC DECKING LIMITED WARRANTY, 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.

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

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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 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 Manufacturer and Purchaser or permitted transferee. No agent, employee, or any other party is authorized to make any warranty in addition to that made in this agreement and Manufacturer shall not be bound by any such statements other than those contained in this warranty.

This warranty is effective for purchases by residential purchasers made on or after January 12, 2023.

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