

# LIMITED REPLACEMENT LABOR WARRANTY

**Statement of Warranty:** This Limited Replacement Labor Warranty (“Warranty”) is given to the purchaser (or owner(s) of the property at the time of installation, if different from the original purchaser) of certain AZEK® and TimberTech® decking, railing and fastener systems (collectively “Product Systems”) manufactured by The AZEK Company LLC (hereinafter “Manufacturer”) and 1) installed in a residential application by a TimberTech registered contractor (including at the levels of Member, Silver, Gold or Platinum registered contractor); 2) in accordance with AZEK or TimberTech’s Installation Guidelines; and 3) where the Purchaser has registered their product warranty and this replacement labor warranty with TimberTech. For purposes of this Warranty, a “residential application” shall refer to installation at a single-family residence (including residential docks) and a “commercial application” shall refer to any installation other than at a single-family residence or residential dock. Purchasers qualified under the above requirements are hereinafter referred to as “Qualified Purchasers.” This Warranty shall only apply to the covered Product Systems described herein.

**Product Systems Covered:** This Warranty shall apply only to the following Product Systems:

**A. Standard Protection System (decking/porch + fasteners):**

- 1) Any qualified AZEK or TimberTech Deck or Porch product; purchased and installed with
- 2) Any qualified AZEK/TimberTech fasteners

**B. Maximum Protection System (decking/porch + fasteners + railing):**

- 1) Any qualified AZEK or TimberTech Deck or Porch product; purchased and installed with
- 2) Any qualified AZEK/TimberTech fasteners; and
- 3) Any qualified AZEK/TimberTech Railing System

**Qualified Product Systems May Include the following individual products:**

- 1) All AZEK® Deck Products;
- 2) All AZEK® Porch Products;
- 3) All TimberTech® Deck Products which are capped on 4 sides (does not include TimberTech Edge™, ReliaBoard®, Twin Finish® or Docksider™ decking);
- 4) All AZEK/TimberTech Railing Systems - must be full system including balusters, posts, bottom rails and top rails;
- 5) Fasteners including FUSIONLoc®, CONCEALoc®, TOPLoc™, SIDELoc™, Cortex™ for AZEK/TimberTech and other AZEK and TimberTech- branded fasteners. This Warranty does NOT cover fasteners manufactured or supplied by companies other than the AZEK Company even though some of those products may display the logos, company or product names of the AZEK Company products.

**Installation by Registered TimberTech Contractors:** This Warranty shall apply only to initial installations performed by registered TimberTech contractors including those designated as “Member,” “Silver,” “Gold” or “Platinum” contractors.

**Warranty Period:** The Warranty period depends on the level of registered TimberTech contractor as well as the Product System purchased:

- 1) Product Systems installed by a **TimberTech Member or Silver** registered contractor:

| <u>Warranty Length</u> | <u>AZEK/TimberTech System Purchase Requirement</u>        |
|------------------------|-----------------------------------------------------------|
| 2 Years                | Standard Protection System (Decking + Fasteners)          |
| 4 Years                | Maximum Protection System (Decking + Railing + Fasteners) |

- 2) Products installed by a **TimberTech Gold or Platinum** registered contractor:

| <u>Warranty Length</u> | <u>AZEK/TimberTech Purchase Requirement</u>               |
|------------------------|-----------------------------------------------------------|
| 5 Years                | Standard Protection System (Decking + Fasteners)          |
| 7 Years                | Maximum Protection System (Decking + Railing + Fasteners) |

**Covers Defective Product Systems:** Except as set forth in the exclusions, limitations and restrictions described herein, Manufacturer warrants to Qualified Purchasers that for a period of two (2), four (4), five (5) or seven (7) years from the date of installation (depending on Product Systems purchased and level of registered TimberTech contractor that performed the installation), if Manufacturer, in its discretion, determines that there has been a breach of the applicable AZEK or TimberTech Limited Deck, Railing and/or Fastener Warranties (including the AZEK or TimberTech Limited Fade & Stain Warranties), Manufacturer will at its discretion either 1) pay for all reasonable labor expense required to replace and dispose of the defective Products or 2) will hire a contractor of its choice to replace and dispose the defective Products.

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**Obtaining Warranty Performance:** If Qualified Purchaser discovers a defect in any of the Products included in the Product Systems covered under this Warranty during the applicable warranty period, Qualified Purchaser must, within thirty (30) days from the discovery of the alleged defect(s), but no later than the end of the applicable warranty period, notify Manufacturer. Qualified Purchaser may notify Manufacturer of a warranty claim using TimberTech's online warranty claim form process available at <https://timbertech.com/about-warranties/warranty-support/>. Alternatively, Qualified 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

Qualified Purchaser must include in this notification 1) proof of purchase; and 2) 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, in its discretion, determines that Qualified Purchaser's claim is valid, Manufacturer will at its discretion either 1) pay for all reasonable labor expense required to replace and dispose of the defective Products utilizing a contractor of Qualified Purchaser's choice; or 2) hire a contractor of Manufacturer's choice to replace and dispose of the defective Products. Unless Manufacturer elects to hire its own contractor to perform the warranty work, Purchaser shall be solely responsible for choosing a contractor of his/her choice to perform the work and Manufacturer shall not be responsible for the performance, workmanship, acts or omissions of contractors chosen by Qualified Purchaser, including warranty work performed by registered TimberTech Member, Silver, Gold or Platinum contractors.

**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 Qualified Purchaser, to a subsequent buyer of the property upon which the Product System was originally installed. A transfer does not toll or expand the Warranty period which begins on the original date of installation and may be exhausted by the time of transfer, depending on the length of the applicable Warranty period.

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.

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 Qualified 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 applies to installations completed after November 1, 2018 and shall only be applicable and enforceable in the United States of America and Canada.

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