

## PAVERS WARRANTY

### TIMBERTECH 10-YEAR LIMITED WARRANTY

**Statement of Warranty:** This limited 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<sup>®</sup> Composite Paving Systems manufactured by The AZEK Company 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 ten (10) years from the date of purchase, the Composite Paving System will 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, chipping, spalling, delamination, rotting or decay. Additionally, TimberTech warrants that the Composite Paving System used in residential applications will not crack for as long as the Owner maintains ownership of the property upon which the Composite Paving System was installed.

**Exclusions from Warranty Coverage:** Manufacturer does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) faulty sub-base preparation methods (including but not limited to landscaping, decking, or flat roof preparation; (2) settling or degradation of the sub-base; (3) wind uplift (e.g. flat roof applications) or improper fastening; (4) standing water or improper drainage; (5) improper installations or applications not in accordance with the Manufacturer's written installation instructions and applicable local, state and federally mandated building codes; (6) fading and/or weathering from environmental affects (including without limitation UV exposure) or deterioration from acid rain or other pollutants; and (7) actions or materials provided by any person other than the Manufacturer; (8) use of the Composite Paving System for applications with exposures other than those listed within the Manufacturer's Technical Specifications; (9) use of Composite Paving Systems for mortared construction; (10) events of force majeure, including without limitation storm, flood, hurricane, earthquake, tornado, lightning, fire, volcano or other acts of god; (11) vandalism, war, civil unrest, or other accidental or intentional events; (12) the use of sealers, joint stabilizers, adhesives, cleaners, or cleaning practices not consistent with TimberTech Product's written instructions; (13) normal wear and tear; contact with chemicals not suited for use with polypropylene plastics or vulcanized rubbers, and discoloration due to stains or contaminants; (14) damage caused by impact, abrasion or overloading beyond normal use or (15) 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.

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 the Composite Paver System 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 using TimberTech's online warranty claim form process available at <http://TimberTech.com/warranty/warranty-claims-center>. Alternatively, Purchaser may submit a claim by contacting the Manufacturer in writing, at the following address:

AZEK Building Products  
888 N. Keyser Ave.  
Scranton, PA 18504  
Attn: Claims Department

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Manufacturer may request additional information. It is a further condition of this Warranty that the Manufacturer will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect. 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 Composite Paving System and will extend for the balance of the warranty period in effect at the time the material proved defective.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY MANUFACTURER AND ARE IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE

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PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF MANUFACTURER AND THE PURCHASER/PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN PARTICULAR, IN NO EVENT SHALL MANUFACTURER BE LIABLE TO THE PURCHASER/PROPERTY OWNER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE COMPOSITE PAVER SYSTEM OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

The laws of some states and provinces do not allow the exclusion, limitation or variation of certain conditions or warranties implied by legislation so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

REGISTER BY MAIL: Please complete and mail to: AZEK Building Products, 888 N. Keyser Avenue, Scranton, PA 18504

REGISTER ONLINE: Visit [TimberTech.com](http://TimberTech.com).

This warranty is effective for purchases of Products on or after January 1, 2019.

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