

## TOPLOC<sup>®</sup>, FUSIONLOC<sup>®</sup>, CONCEALOC<sup>®</sup> & CORTEX<sup>®</sup> FASTENING SYSTEMS WARRANTY

### 25-Year Limited Residential 10-Year Commercial Limited Warranty Against Corrosion

**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 TOPLoc<sup>®</sup> Face Fastening System, TimberTech<sup>®</sup> TOPLoc<sup>®</sup> Fascia Fastening System, TimberTech<sup>®</sup> FUSIONLoc<sup>®</sup> Hidden Fastener System, TimberTech<sup>®</sup> CONCEALoc<sup>®</sup> Hidden Fastener System and TimberTech<sup>®</sup> Cortex<sup>®</sup> Fasteners (collectively "Fastener Products"). 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. This warranty shall only apply to use of the Fastener Products in conjunction with TimberTech<sup>®</sup> brand decking.

The AZEK Company LLC (hereinafter "Manufacturer") warrants to Purchaser that, for a period of twenty-five (25) years (Residential) & 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 Fastener Products will not corrode due to exposure to (i) normal environmental conditions, or (ii) corrosives contained in natural wood species, treated lumber, or plastic/wood composite decking material, or (iii) to exposure to chemicals used, as of January 1, 2007, in pressure treated lumber formulations designated as, ACQ, MCQ, Copper Quat, or Copper Azole types CBA-A and CA-B; provided, however, that carbon steel versions of the Fastener Products are not warranted for use within 1,000 feet of salt water, including but not limited to, applications such as docks, boardwalks or piers (only stainless steel Fastener Products are warranted for such applications).

All warranties are subject to the additional exclusions, limitations and restrictions set forth below.

**Obtaining Warranty Performance:** If Purchaser discovers a defect in the Fastener Products 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 Manufacturer of a warranty claim using either 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:

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. For any claim that Manufacturer determines to be valid, Manufacturer will replace the defective Fastener Products. It is the sole responsibility of Purchaser to arrange and to pay for the return to Manufacturer of any Fastener Products to which this warranty applies.

This warranty shall not cover, and Manufacturer shall not be responsible for, costs and expenses incurred with respect to the removal of the defective Fastener Products or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedy is 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 Fastener Products were 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, or damages attributable to: (1) improper installation of the Fastener Products and/or failure to abide by Manufacturer's installation guidelines; or (2) use of the Fastener Products beyond normal use, or in an application not recommended by the Manufacturer installation guidelines and local building codes.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Fastener Products in connection with their 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 AND ARE DISCLAIMED FOR ALL PERIODS THEREAFTER.**

**Limitations: DISCLAIMER OF WARRANTIES (RESIDENTIAL PURCHASER):** EXCEPT FOR THE EXPRESS WRITTEN WARRANTY

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CONTAINED HEREIN, MANUFACTURER 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, 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.

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: 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, 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 of Products on or after January 1, 2019.

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