

5-Year Limited DeckLites Warranty

Statement of Warranty: This warranty is given to the original purchaser, residential or commercial, ("Purchaser") of TimberTech DeckLites LED products ("DeckLites"). This warranty does not extend to fasteners that are not supplied by TimberTech.

TimberTech Limited ("TimberTech") warrants to Purchaser that for a period of five (5) years from the date of original consumer purchase (the "Term"), under normal use and service conditions, DeckLites will be free from defects in material and workmanship, and will not crack, peel, blister or corrode as a result of manufacturing defects.

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

Obtaining Warranty Performance: If Purchaser discovers a defect in the TimberTech 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 TimberTech in writing, at the following address:

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

Purchaser must include in this notification proof of purchase and a statement explaining the defect. TimberTech may request additional information. After reviewing all information, TimberTech will make a determination regarding the validity of such claim. If TimberTech determines that Purchaser's claim is valid, TimberTech will, at its option, either replace the defective TimberTech Products or refund the portion of the purchase price paid by Purchaser for such defective TimberTech Products (not including the cost of its initial installation). This warranty shall not cover, and TimberTech shall not be responsible for, costs and expenses incurred with respect to the removal of the defective TimberTech Products 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 Term to a subsequent buyer of the property upon which DeckLites were originally installed. Transfer of this warranty does not extend the Term of the warranty.

Exclusions from Warranty Coverage: TimberTech does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any damage or loss attributable to: (1) improper installation of DeckLites and/or failure to abide by TimberTech's installation guidelines; (2) use of DeckLites in an application not recommended by the TimberTech installation guidelines (including, but not limited to, immersion or submersion of the products in water) and local building codes; (3) any act of God (such as flooding, hurricane, earthquake, lightning (or other incidences of excessive voltage), natural disaster, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (4) variations or changes in color of DeckLites; (5) normal weathering due to exposure to sunlight, weather and atmosphere which can cause colored surfaces to, among other things, flake, chalk, or accumulate dirt or stains; (6) improper handling, storage, abuse or neglect of DeckLites by Purchaser, the transferee or third parties; (7) use in harsh industrial or marine environments; or (8) any fasteners not supplied by TimberTech.

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

Limitations: DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, TIMBERTECH 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.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: TIMBERTECH'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, **AND UNDER NO CIRCUMSTANCES WILL TIMBERTECH 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. TIMBERTECH'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 TimberTech 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 TimberTech shall not be bound by any such statements other than those contained in this warranty.

This warranty shall only be applicable and enforceable in the United States of America.

This warranty is effective for consumer purchases made on or after January 1, 2009.

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Every TimberTech product is backed by exceptional customer service and a commitment to quality

Warranty Registration is Easy

- The easiest way to register a warranty is to visit www.timbertech.com and select the Warranty & Care link, then select Register Online.
- You may prefer to fill out the Warranty Card below and mail it to TimberTech, accordingly to the instructions on the card.

Remember, to ensure your product is covered by the TimberTech Warranty it must be installed properly.

TimberTech LTD disclaims any liability or responsibility for the improper installation of this product. The purchaser is solely responsible for compliance with applicable local codes as to the deck's intended use. TimberTech recommends all designs be reviewed by a licensed architect, engineer or local building official before installation. TimberTech maintains a list of physical properties to assist the design professional.

Below is a chart showing which product each warranty covers. You can view warranty details online at www.timbertech.com:

- **Limited 25-Year Residential Warranty / Limited 10-Year Commercial Warranty**
 - Decking:** DockSider, Floorizon, ReliaBoard Plank, ValuPlank, Earthwood, TwinFinish, XLM
 - Railing:** Ornamental Rail, RadianceRail, BuilderRail (excluding all metal baluster components of BuilderRail System), Secure - Mount Post System, ADA Hand Rail System
 - Fencing:** All FenceScape products
 - Accessories:** CONCEALoc, DrySpace
- **Limited 10-Year Warranty for Metal Baluster Components of BuilderRail System**
- **Limited 5-Year Warranty for DeckLites System**

To Make a Claim

To make a claim under either warranty, purchaser or the transferee, must send to TimberTech, within the warranty period referred to above, a description of the claimed defect and proof of purchase. Warranty Information Packets can be obtained from TimberTech.

TimberTech Limited

Attn: Claims Department • 894 Prairie Avenue, Wilmington, Ohio 45177 • Or call 1-800-307-7780

TimberTech Customer:
Please complete this warranty card and mail to:

TimberTech
894 Prairie Avenue
Wilmington, Ohio 45177
Attn: Warranty

This information will help us better serve your needs. Please return warranty card within 30 days of receipt of product.



Name: _____ Purchase Date: _____
Street Address: _____
City: _____ State/Province: _____ Zip/Postal Code: _____
Country: _____ Phone: _____

Product Information:

Where was your product purchased? _____
How was your product installed? _____
 Contractor Name: _____ Self-Installed

Warranty Registration: Check the TimberTech product that you purchased:

Decking: Earthwood Evolutions™ Plank ReliaBoard™ Plank Accessories: _____
 Floorizon® Plank XLM® Plank
 DockSider™ Plank TwinFinish® Plank

Railing: RadianceRail® Ornamental Rail BuilderRail® Metal Balusters
 RadianceRail® Express Secure-Mount System ADA Hand Rail System
 DrySpace™ DeckLites® FenceScape®

Demographic Information: Number of residents in household: _____

Number of household residents in the following age groups:
 0-12 13-18 19-27 28-39 40-55 55+

Average household income:
 Under \$35,000 \$35,000-50,000 \$50,000-70,000 \$70,000-95,000 \$95,000+