

## LIMITED LABOR WARRANTY

**Statement of Warranty:** This Limited 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 TimberTech® decking, railing and fasteners (collectively “Products”) 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 contractors); 2) in accordance with AZEK’s or TimberTech’s Installation Guidelines; and 3) where the Purchaser has registered their product warranty and their 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 Products listed herein.

**Products Covered:** This Warranty shall apply only to the following Products:

- 1) All AZEK® Deck Products;
- 2) All AZEK® Porch Products;
- 3) All TimberTech® Pro Deck Products which are capped on 4 sides (does not include TimberTech Edge™, ReliaBoard®, Twin Finish® or Docksider™ decking);
- 4) All TimberTech Railing Systems - must be full system including balusters, posts, bottom rails and top rails;
- 5) Fasteners including FUSIONLoc®, CONCEALoc®, TOPLoc™, 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 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 the registered TimberTech contractor as well as the types of AZEK or TimberTech Products purchased:

- 1) Products installed by an **TimberTech Member or Silver** registered contractor:

<u>Warranty Length</u>	<u>AZEK/TimberTech Purchase Requirement</u>
2 Years	Decking + Fasteners
4 Years	Decking + Railing + Fasteners

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

<u>Warranty Length</u>	<u>AZEK/TimberTech Purchase Requirement</u>
5 Years	Decking + Fasteners
7 Years	Decking + Railing + Fasteners

**Covers Defective Products:** 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 products purchased and level of registered TimberTech contractor), if Manufacturer, in its sole 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 sole 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.

**Obtaining Warranty Performance:** If Qualified Purchaser discovers a defect in any of the Products covered under this Warranty during the applicable warranty period, Qualified 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. Qualified Purchaser may notify Manufacturer of a warranty claim using TimberTech’s online warranty claim form process available at <http://timbertech.com/warranty-and-care/claim-center/>. Alternatively, Qualified Purchaser may submit a warranty claim by contacting the Manufacturer in writing at the following address:

The AZEK Company  
894 Prairie Avenue  
Wilmington, Ohio 45177  
Attn: Claims Department

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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 sole discretion, determines that Qualified Purchaser's claim is valid, Manufacturer will at its sole 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, 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 Products were 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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