

# LIMITED WARRANTY

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. WE WARRANT THAT DURING THE WARRANTY PERIOD, PRODUCTS OF T&C DECKING PRODUCTS INC. (THE "COMPANY") WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.**

The Company makes the following warranty (the "Warranty") on its building products subject to the terms and conditions below. This Limited Warranty is for the exclusive benefit of the original owner of the residential property on which our products are installed and require written proof of purchase documentation and registration. The term of warranty for commercial property is 25 years. Warranty is not assignable or transferable.

We warrant that the rigid vinyl extrusions and components in our products will not blister, corrode, flake, peel, rot, warp or be consumed by insects under conditions of normal use and service, because of manufacturing defects for as long as the original owner of the residential property on which the products are first installed owns the property.

THIS LIMITED WARRANTY DOES NOT COVER defects or damages attributable to (a) installation or any consequences of faulty installation of the product including failure, damage, or deterioration caused by faulty installation; (b) modification, alteration, repair or service to the product by anyone other than the Company or authorized agent; (c) physical abuse, improper use and misuse contrary to the instructions furnished with the product; (d) normal weathering, chalking, fading, atmospheric pollutants or mildew buildup; (e) fire, flood, lightning, windstorm, tornadoes, hurricanes, accidents, or any other acts of God; (f) transportation; (g) storage; and (h) any other causes beyond the control of the Company and unrelated to the manufacturing or process.

The sole obligation of the Company under this Limited Warranty shall be limited to repairing or replacing, at the option of the Company, defective parts or components of the product.

The Company reserves the right to discontinue or change any product as manufactured. If the products covered by this Limited Warranty are not available, the Company shall have the right to substitute a product that, in the sole discretion of the Company, is of equal quality or value.

THIS WARRANTY WILL BE EFFECTIVE ONLY IF REGISTERED WITHIN 30 DAYS OF INSTALLATION OF THE PRODUCT BY THE OWNER AND MAILED WITH WRITTEN PROOF OF PURCHASE DOCUMENTATION TO THE ADDRESS STATED AT DECK-TOP.COM

ANY CLAIM UNDER THIS LIMITED WARRANTY must be made within the applicable warranty period and must be made promptly after any breach of the Limited Warranty is discovered by the owner. The claim must be made in writing and mailed to the address stated at deck-top.com. The claim must be submitted along with the owner's name, address and contact information. If the claim falls within the Limited Warranty, the Company will instruct you to ship the defective product back to the Company prepaid freight. The Company will pay freight charges for replacement product back to owners address by means to be determined by the Company.

ANY EXPRESS WARRANTY NOT PROVIDED HEREIN IS HEREBY EXCLUDED AND DISCLAIMED.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OR ANY WRITTEN, ORAL OR IMPLIED WARRANTY, BREACH OF CONTRACT OR OTHERWISE. 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.

Any legal suit, action, or proceeding arising out of or relating to this Warranty shall be instituted in any United States federal court or state court located in the state of Florida, in the City of Tampa and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty may be amended from time to time, the most recent version will be available at deck-top.com.

