

CANADA (EXCEPT QUÉBEC)
ENGLISH

TIMBERTECH LIMITED
25-YEAR LIMITED RESIDENTIAL WARRANTY
10-YEAR LIMITED COMMERCIAL WARRANTY

FenceScape

What Is Covered By This Limited Warranty: This warranty is given to the original purchaser, residential or commercial, as the case may be (“Purchaser”), of TimberTech FenceScape fencing products (“FENCESCAPE”). This warranty does not extend to fasteners that are not supplied by 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.

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 FENCESCAPE will not rot, decay, split, check, splinter or suffer termite or fungal damage.

What Will Manufacturer Do To Remedy Defects: If such a defect appears during the Term, Manufacturer will, at its option, supply replacement product (but not the labor cost, freight, taxes or other expenses associated with de-installation and reinstallation) or refund the purchase in an amount not to exceed Manufacturer’s cost of material; **provided, Purchaser must notify Manufacturer in writing within thirty (30) days after the appearance of the defect, but no later than the end of the Term.** THE REMEDY STATED HEREIN IS PURCHASER’S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURER FOR BREACH OF ANY WARRANTY.

How To File A Warranty Claim: Send a brief written explanation of the defect, along with dated proof of purchase to TimberTech, Attn: Claims Department, 894 Prairie Avenue, Wilmington, OH 45177, USA. Manufacturer reserves the right to request additional information, including, but not limited to, photos, and to conduct a field inspection.

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 FENCESCAPE was originally installed.

What Is Not Covered By This Limited Warranty: This Limited Warranty does not cover product failure, product malfunction or any damages resulting from: (i) improper installation of FENCESCAPE and/or failure to abide by Manufacturer's FENCESCAPE installation guidelines; (ii) use of FENCESCAPE beyond normal use, or in an application not recommended by Manufacturer's FENCESCAPE installation guidelines and local building codes; (iii) movement, distortion, collapse or settling of the ground or the supporting structure on which FENCESCAPE is installed; (iv) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (v) variations or changes in color of FENCESCAPE; (vi) 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; (vii) improper handling, storage, abuse or neglect of FENCESCAPE by Purchaser, the transferee, or third parties; (viii) acts of vandalism; (ix) any fasteners not supplied by Manufacturer; or (x) the use of FENCESCAPE rail brackets, fasteners and other metallic accessories in coastal or marine environments or in connection with direct exposure to pressure-treated lumber.

Failure to strictly adhere to Manufacturer's written guidelines for the installation, use or maintenance of FENCESCAPE will render this Limited Warranty null and void. Each Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of FENCESCAPE in connection with its use in any particular application.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: TO THE EXTENT PERMITTED BY LAW, 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. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE MANUFACTURER INCURRED IN ANY SUCH WARRANTY CLAIM, ACTION OR PROCEEDING MADE WITH RESPECT TO NONCONFORMING OR DEFECTIVE PRODUCTS EXCEED MANUFACTURER'S COST FOR SUCH PRODUCTS.

MERGER CLAUSE – ORAL STATEMENTS NOT BINDING: 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. No agent, employee or any other party is authorized to make any warranty on behalf of Manufacturer in addition to that made in this agreement.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, CONDITIONS, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO AND, TO THE EXTENT PERMITTED BY LAW, THE **IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**, AND ALL SUCH OTHER WARRANTIES, CONDITIONS, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION.

This warranty gives you specific legal rights, and you may also have other legal rights under applicable law.

This warranty shall only be applicable and enforceable in Canada (except Québec, which is covered by a separate warranty).

Copyright © 2009 TimberTech.

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