

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

FenceScape

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

TimberTech Limited (“TimberTech”) 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 FenceScape Products will be free from material defects in workmanship and materials, and will not check, split, splinter, rot or suffer structural damage from termites or fungal decay.

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

Obtaining Warranty Performance: If Purchaser discovers a defect in the FenceScape 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 FenceScape Products or refund the portion of the purchase price paid by Purchaser for such defective FenceScape 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 FenceScape 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 five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the FenceScape Products were originally installed.

Exclusions from Warranty Coverage: TimberTech 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 FenceScape Products and/or failure to abide by TimberTech's FenceScape installation guidelines; (2) use of the FenceScape Products beyond normal use, or in an application not recommended by TimberTech's FenceScape installation guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the FenceScape Products are installed; (4) 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.); (5) variations or changes in color of the FenceScape Products; (6) 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; (7) improper handling, storage, abuse or neglect of the FenceScape Products by Purchaser, the transferee, or third parties; (8) acts of vandalism; (9) any fasteners not supplied by TimberTech; or (10) 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.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the FenceScape Products 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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