

TIMBERTECH® FULTON RAIL™ LIMITED WARRANTY

Statement of Warranty: This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter “Purchaser”), of TimberTech Fulton Rail™ steel rail systems, rail components, and related rail products manufactured by AZEK Building Products LLC (hereinafter “Manufacturer”). The products covered by this warranty include Fulton Rail and its component products, including infill components such as level and stair welded panels), posts, skirts, caps and hardware, as well as its accessory products, including foot block kits, gate kits, and drink rail kits (collectively “Products”). 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.

Except as set forth in the exclusions, limitations, and restrictions set forth below, Manufacturer warrants to Purchaser that for the warranty periods delineated below from the date of the original purchase, under normal use and service conditions, the Products will be free from material defects in workmanship and materials that occur as a direct result of the manufacturing process and result in cracking, peeling, and blistering of the finish and extensive corrosion of the Products. “Extensive corrosion” means that there are multiple rust-through perforations instances on the same piece of Product.

Warranty Periods:

- Standard Applications: 15 years for Residential Purchasers; 10 years for Commercial Purchasers.
- Coastal Applications: 1 year for both Residential Purchasers and Commercial Purchasers.
- Water Applications: No warranty.

Application Definitions:

- “Standard Applications” means used in applications other than Coastal Applications and Water Applications.
- “Coastal Applications” means applications located 1 mile or less from any salt-water coastline, other than Water Applications.
- “Water Applications” means applications under the surface of, in direct contact with, within the flood zone of, within the splash zone of, or exposed to spraying of any body of salt water, fresh water or chemically treated water, including pools and hot tubs.

Exclusions from Warranty Coverage: Manufacturer 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 Products and/or failure to abide by Manufacturer’s installation guidelines; (2) failure to adhere to the care and cleaning guidelines available at <https://www.timbertech.com/resources/care-cleaning/>; (3) use of the Products beyond normal use, or in an application not recommended by Manufacturer’s installation guidelines and/or local building codes and/or not warranted for as set forth above; (4) movement, distortion, collapse, or settling of the ground or the supporting structure on which the Products are installed; (5) installation on improper underlying or adjacent support foundation system(s); (6) 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.); (7) variations or changes in color of Products; (8) normal weathering due to exposure to sunlight, weather and atmosphere, which can cause colored surfaces to, among other things, flake, chalk, fade, or accumulate dirt or stains; (9) improper handling, storage, abuse, or neglect of the Products by Purchaser, the transferee, or third parties; (10) any fasteners or other components not supplied by Manufacturer; (11) fabrication or remanufacturing by third parties; (12) discoloration, tarnishing, or oxidation or rust that is not Extensive Corrosion (as defined above); (13) improper application of paint or other surface chemicals not recommended by Manufacturer in writing, including, without limitation, chemicals for ice removal or strong solvents such as thinners; (14) abrasions, cuts, scratches, nicks or dents or other aesthetic conditions; or (15) ordinary wear and tear.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability, and safety of the Products in connection with their use in any particular application. Building code regulations vary from area to area. Purchaser should consult local building and safety codes for specific requirements.

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

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

Purchaser must include in this notification proof of purchase, a picture of the defective Product, and a statement explaining the defect. Manufacturer may request additional information. It is a further condition of this warranty that Manufacturer will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect and test the Product, its installation, and the environment in which it was used prior to removal.

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After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser's claim is valid, Manufacturer will, at its option, either repair or replace the defective Products or refund the portion of the original purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation). In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products and will extend for the balance of the original warranty period. If replacement material is provided, it will be as close as possible in color, design, and quality as the replaced material, but Manufacturer does not guarantee an exact match as colors and design may change.

This warranty does not cover, and Manufacturer shall not be liable for, costs and expenses incurred with respect to the removal of the defective Products or the installation of replacement materials, including but not limited to labor and freight. The foregoing remedies are Purchaser's SOLE AND EXCLUSIVE REMEDIES 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 Products were originally installed.

DISCLAIMER OF WARRANTIES; LIMITATIONS OF REMEDIES AND EXCLUSION OF DAMAGES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER 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.

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. MANUFACTURER'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 and provinces do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. Additionally, some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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 or province to province.

Miscellaneous: This warranty 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 warranty. This warranty may not be altered or amended except in a written instrument signed by Manufacturer and Purchaser or permitted transferee. No agent, employee, or any other party is authorized to make any warranty in addition to that made herein and Manufacturer shall not be bound by any such statements other than those contained in this warranty. Manufacturer reserves the right to discontinue or modify the Products covered under this warranty at any time without notice. In the event that repair or replacement of the Products pursuant to this warranty is not possible, Manufacturer may fulfill any repair or replacement obligation under this warranty with a product of equal value.

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