



## 10 YEARS LIMITED WARRANTY FOR KONTIKI INTERLOCKING DECK TILES

### **This warranty is valid for Kontiki Interlocking Deck Tiles**

Kontiki warrants its Deck and Balcony Tiles to be free from defects in material or workmanship, on a pro-rated basis, for a period of ten (10) years from the date that the original consumer purchases the product. Specifically, Kontiki warrants to the original purchaser that the product, when purchased and installed i) as a residential decking surface or ii) for other similar residential applications as identified in the Kontiki point of sale material provided BuildDirect, that such product is: a) rot and water resistant, b) free from damage by fungal decay or termites, c) free from checking, splintering or splitting and d) free from defects in material and workmanship for the period beginning on the date that the Kontiki Product is purchased and continuing for ten (10) years as long as the Kontiki Tiles are used for one of the purposes described above.

### **Warranty Process**

Kontiki will replace, at its own expense, any Kontiki Tile that is defective, provided it has been used for one of the above named applications. To be eligible for this warranty, the original purchaser must send to BuildDirect at 200 – 717 West Pender Street Vancouver, BC, Canada, the original invoice or proof of purchase of the product and the defective product or proof that the product is defective within 30 days from when the original purchaser became aware of the defect. BuildDirect will assume the cost of delivering the replacement material to the purchaser if found to be defective but will not assume the cost of installation or re-installation.

### **Warranty Limitations**

This Limited Warranty sets forth Kontiki's only warranty obligation with respect to its products and specifically stands in the place of all other warranties, oral or written or express or implied.

The warranty shall not cover and Kontiki shall not be responsible for costs and expenses incurred with respect to the removal of defective Kontiki Tiles products or the installation of replacement materials including, but not limited to, labour and freight.

Kontiki makes no warranty concerning the merchantability of its product or as to the fitness of the product for a particular use that may be provided by the Uniform Commercial Code or any other comparable state or provincial statute other than the warranty described herein the certificate. Kontiki shall not be liable for incidental, special, consequential or other similar damages arising from the breach of this warranty. In particular, the liability of Kontiki, if any, and the purchaser's sole remedy for damages for any claim of any kind whatsoever, regardless of legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product with respect to which such claim was made.

This Warranty shall not apply to defects that occur through normal wear and tear or through the weathering of the product. This warranty does not cover products that have not been paid for in full, problems caused by improper storage, handling, installation, finishing, use, modification, or maintenance; acts of God; accidents, products subjected to conditions outside their design limitations; minor imperfections that do not affect the product's structural integrity, minor variations in color, normal wear or discoloration of finish; problem caused by mechanical damage or abrasion; damage caused by acid rain, salt spray, or other corrosive elements; problems caused by high humidity (condensation and frost) or variations in wood grain.

Further, the Warranty will not apply to mistreatment or negligence in the use of the product. Kontiki shall not be responsible for defects



**For more information on this product or to order samples call 1-877-631-2845 or visit our website at [builddirect.com](http://builddirect.com)**



# WARRANTY

to the products, which occur through improper storage or handling of the product prior to installation. Kontiki shall not be responsible for defects to the product caused by improper installation or modification if such installation or modification came about because the installer failed to follow the instructions found in the point of sale material provided to the dealer by Kontiki.

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages so that the limitation or exclusion referring to these in this warranty may not apply. This warranty gives you specific legal rights and you may also have other rights that vary from state to state and from province to province.

This warranty shall only be applicable and enforceable in Canada and in the United States of America.

### Pro-rated Warranty Schedule

Years since Purchase	Percent Defective Material Covered
Years 1-5	100%
Years 6-7	80%
Years 8-10	50%