

Composite Interlocking Deck Tiles Warranty

LIMITED WARRANTY

This warranty is given to the original purchaser ("Purchaser") of Kontiki Composite Interlocking Deck Tiles. Kontiki warrants to Purchaser that for twentyfive (25) years (Residential) or ten (10) years (Commercial) from the date of original purchase, under normal use and service conditions, Kontiki Composite Interlocking Deck Tiles will be free from material defects in workmanship and materials, and will not split, splinter, rot, or suffer structural damage from termites or fungal decay.

For the purposes of this warranty, "residential" shall refer to an installation of Kontiki Products on an individual residence and "commercial" shall refer to any installation of Kontiki Composite Interlocking Deck Tiles other on an individual residence.

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

Notification

It is a condition of this warranty that if Purchaser discovers a defect in Kontiki Composite Interlocking Deck Tiles during the warranty term, Purchaser must notify Kontiki in writing within thirty (30) days after discovering the claimed defect, but no later than the end of the warranty term, and prior to beginning any repair or alteration to Kontiki Composite Interlocking Deck Tiles. Written notification must be sent to:

Ste. 2200401 W. Georgia St
Vancouver, BC
V6B 5A1
Canada

Purchaser must include in this notification (1) proof of purchase, (2) a statement explaining the defect, (3) installer information, and (4) pictures of the defect. Kontiki may request additional information. After reviewing all information, Kontiki will make a determination regarding the validity of such claim. If Kontiki determines that Purchaser's claim is valid, Kontiki will, at its option, either replace the defective Kontiki Composite Interlocking Deck Tiles or refund the portion of the purchase price paid by Purchaser for such defective Kontiki Composite Interlocking Deck Tiles (not including the cost of its initial installation).

If a residential Purchaser makes a valid warranty claim hereunder during years eleven (11) through twentyfive (25) after the original purchase, then the residential Purchaser's recovery will be prorated as indicated below. If Kontiki is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim; if Kontiki is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

<u>Year of Claim</u>	<u>Recovery</u>
1	80%
2 - 3	60%
4 - 10	40%
11 - 15	20%
16 - 25	10%

This warranty shall not cover, and Kontiki shall not be responsible for, costs and expenses incurred with respect to the removal of the defective Kontiki 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**.

Exclusions from Warranty

Kontiki 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 Kontiki Products and/or failure to abide by Kontiki Products installation guidelines, including but not limited to improper gapping or painting; (2) use of Kontiki Products beyond normal use, or in an application not recommended by the Kontiki Products installation guidelines and local building codes, including but not limited to installation with/over underlayments or roofing materials; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Kontiki Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, pool water, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of Kontiki 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 Kontiki Products by Purchaser or third parties, including but not limited to exposure to chemicals such as bleach; (8) any fasteners not supplied by Kontiki; or (9) ordinary wear and tear.

Limitations

This warranty is nontransferable and non-assignable. No person or entity is authorized by Kontiki to make and Kontiki shall not be bound by any statement or representation as to the quality or performance of Kontiki Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Kontiki or Purchaser.

KONTIKI'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL KONTIKI 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. KONTIKI'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.