

TAMKO®

BUILDING PRODUCTS

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This Limited Warranty may be transferred by the Owner one (1) time during the first five (5) years of the Term to a Purchaser of the real estate upon which the Products are installed. No other transfers are permitted.

This is the limited warranty in effect on July 14th, 2006. The limited warranty applicable to your Products is the one in effect at the time of your purchase. You may obtain a copy of the limited warranty applicable to your Products at TAMKO.com; by calling 1-800-253-1401; or by sending a request to TAMKO Building Products, Inc., P.O. Box 1404, Joplin, MO 64802-1404.

LIMITED WARRANTY

In this limited warranty, the term "TAMKO" means TAMKO Building Products, Inc., "Products" means TAMKO's composite decking and railing products purchased from a TAMKO authorized dealer and "Owner" means the owner of the real estate at the time the Products are installed on that real estate. If you purchase a new residence and are the first person to occupy the residence, TAMKO will consider you to be the Owner if the Products were installed as part of the construction of that residence. TAMKO warrants to the Owner that if, during the twenty-five (25) year period beginning with the date of the original purchase (the "Term"), the Products rot, decay, split, check, splinter or suffer termite damage as a direct result of a manufacturing defect, TAMKO will provide the Owner with either (1) a replacement for the Products determined to be defective, or (2) a refund of the original purchase price of the Products determined to be defective. As with all walking surfaces, deck boards located in higher traffic areas may show wear earlier than other areas. Dragging furniture and other objects across the Products may cause surface scratches. Color variation occurs naturally in the manufacturing process and, as with natural lumber, should be expected. Surface wear, scratches and color variation are not defects and are not covered by this limited warranty. Determination of the suitability and safety of any particular use or application of the Products is solely the responsibility of the Owner. Building code regulations vary from area to area. The Owner should consult local building and safety codes for specific requirements.

Transferability: The Owner may transfer this limited warranty one (1) time during the first five (5) years of the Term to a purchaser of the real estate upon which the Products are installed (a "Purchaser"). The transfer must occur simultaneously with the sale of the real estate. To transfer this limited warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Owner and the Purchaser, the address of the real estate upon which the Products are installed, the date the Products were installed, and the date of the transfer. The Owner may transfer this limited warranty only one (1) time. Except for one transfer to a Purchaser during the first five (5) years of the Term, this limited warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this limited warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this limited warranty or the real estate on which the Products are installed shall immediately terminate all liability of TAMKO, all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose.

TAMKO shall have no liability whatsoever for Products not installed in accordance with TAMKO's Installation Instructions. Products not installed in accordance with TAMKO's Installation Instructions, including adequate ventilation, are sold "As Is" and without warranty of any kind.

TAMKO's liability under this Limited Warranty is limited solely and exclusively to providing, at TAMKO's option, either a replacement for the defective Products or refunding the original purchase price of such Products. In no event shall TAMKO be liable for labor, installation, reinstallation, disposal charges, freight, taxes, use of Products in applications not permitted by applicable building codes, movement, distortion, collapse or settling of the ground or the supporting structure on which Products are installed, acts of God (including, but not limited to flooding, hurricane, tornado, hail, earthquake, lightning, etc.), environmental conditions (including, but not limited to air pollution, mold, mildew, etc.), staining from foreign substances (including, but not limited to dirt, grease, oil, etc.), improper handling, storage, abuse or neglect of Products.

To file a claim under this Limited Warranty, the Owner or Purchaser must send documentary proof of purchase, a picture and a written description of the defect to:

TAMKO Building Products, Inc., P.O. Box 1404, 220 West Fourth Street, Joplin, MO 64802. TAMKO reserves the right to investigate any claim hereunder. TAMKO shall have a reasonable time after notification to inspect the Products. The Owner shall provide TAMKO with reasonable access to the Products for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, and samples of the Products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the owner fails or refuses to cooperate in TAMKO's investigation of the claim (such as by failing to provide a sample or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have up to ninety (90) days after receipt of notification to process the Owner's claim.

This limited warranty may not be modified except in a writing signed by TAMKO's President. No representative, employee, agent of TAMKO or any person, other than the President of TAMKO, has any authority to assume for TAMKO any additional or other liability or responsibility in connection with the Product or this Limited Warranty.

LEGAL REMEDIES

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN "ACTION") BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCTS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT www.adr.com OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO TAMKO BUILDING PRODUCTS, INC. BY CERTIFIED MAIL AT P. O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN THE TIME PERIOD PRESCRIBED BELOW.

EXCEPT WHERE PROHIBITED BY LAW THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (WHETHER TO THE PURCHASER, OWNER OR THIRD PARTIES), PROPERTY DAMAGE, AND/OR LOSS OF BUSINESS OR PROFIT. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION RELATING TO OR ARISING OUT OF THE PRODUCTS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

This form is not to be copied or reproduced in any manner. This limited warranty is valid only in the United States of America and the following Canadian provinces: British Columbia, Alberta, Ontario, Saskatchewan, Manitoba and New Brunswick. This limited warranty applies to products purchased on or after July 14th, 2006 and supersedes all previously published warranties to the extent any would apply to this product.

