



## AUTHORIZED DEALER, 20 YEAR - 2- PLY PRODUCT WARRANTY

**Tuff Industries Inc.**  
**9570 Bottom Wood Lake Rd.**  
**Lake Country BC V4V 1S7**  
(hereinafter known as "Tuff")

AND

\_\_\_\_\_  
\_\_\_\_\_  
(Tufdek™ Authorized Dealer hereinafter known as the "Company")

### LIMITED WORKMANSHIP AND PRODUCT WARRANTY

**THE LIABILITY OF TUFF AND THE COMPANY UNDER THIS WARRANTY IS LIMITED.**  
**PLEASE READ AND UNDERSTAND THE CONDITIONS APPEARING HEREIN.**

For the purposes of this Warranty reference to "Recipient" means the original customer of the Work (as hereinafter defined) performed by the Company and this Warranty is not assignable or transferable by the original customer of the Work. For the purposes of this Warranty, the term "original customer" is limited to, as applicable, a contractor which has retained the Company to perform the Work, the purchaser of the Property (as defined below) from a contractor if a contractor owns the Property at the time of the Work or the owner of the Property at the time that the Work is performed on the Property.

#### LIMITED WORKMANSHIP WARRANTY

The Company warrants to the Recipient (hereinafter referred to as the "Workmanship Warranty") to repair, free of charge, any component of the Project (as defined below) which has failed solely due to defective installation workmanship performed by the Company or its employees or authorized agents or contractors, for a period of five (5) years from the completion of the Work, which completion shall be deemed to be the date of the Invoice (as defined below), specifically excepting any defects in any materials or components relating to or of the Project or the Work (which materials or components may be covered by separate manufacturers' warranties), provided that the Recipient strictly adheres to all of the terms and conditions set out in this Warranty and performs the requirements of the Maintenance Program, as set out below. "Work" means, and is limited to, the work and labor performed by the Company, or its employees or authorized agents or contractors, for the benefit of the Recipient and relating to the installation (the "Project") of the Product (as defined below) at the Recipient's property (the "Property") as indicated in the Company's invoice (the "Invoice") rendered in connection with the Work.

#### LIMITED PRODUCT WARRANTY

Tuff warrants (hereinafter referred to as the "Product Warranty"), subject to the terms, conditions and limitations contained in this Warranty, to the Recipient, in connection with the Recipient's purchase of the Tufdek® Professional Series two ply vinyl decking membrane product (the "Product"), for a period of twenty (20) years (the "Product Warranty Period"), that under normal use the Product shall be free from manufacturing defects which result in water leakage, provided that the Recipient strictly adheres to all of the terms and conditions set out in this Warranty and performs the requirements of the Maintenance Program, as set out below. If water leakage occurs within the Product Warranty Period, Tuff will, at its sole option: (i) repair or replace any portion of the Product which is determined by Tuff to be defective; or (ii) refund to the Recipient a prorated portion of the original Purchase Price (as defined below) for the Product (the "Pro Rata Refund") determined by multiplying the original Purchase Price by the number of remaining months of the Product Warranty Period (at the time that Tuff receives the Notice (as defined below)) divided by the total number of months of the Product Warranty Period. For the purposes of this Warranty reference to "Purchase Price" means the original purchase price for the Product paid by the authorized dealer of Tuff to Tuff. Provided, however, that in the event that the original Purchase Price cannot be determined, Tuff, at its sole discretion, shall be entitled to establish a fair value to be used in lieu of the original Purchase Price, which fair value so determined shall not exceed the then "list" price of Tuff as at the date of sale of the Product

to the Recipient. The Product Warranty Period commences from the later of the: (i) date of installation of the Product at the Project, which installation date shall be deemed to be the date of the Invoice rendered to the Recipient in connection with the installation of the Product; or (ii) date of completion of the Project, which completion is evidenced by the issuance of a Certificate of Completion by a Payment Certifier pursuant to the British Columbia Builders Lien Act or issuance of an equivalent certificate or document in another jurisdiction in the event that the Property is located outside British Columbia.

#### REQUIRED MAINTENANCE

Once each year during the Recipient's ownership of the Project the Recipient agrees to inspect the Project and the Product and perform the following maintenance tasks:

- Check and repair, or cause to be repaired, all caulking, seams, fasteners and sealants to confirm proper adhesion. Repair or replace, or cause to be repaired or replaced, questionable areas with approved products and by qualified professionals.
- Do a complete visual inspection of deck surface to confirm the absence of cuts or abrasions. Contact Company and Tuff if any suspect areas are located.
- Never allow pressure treated lumber to contact vinyl.
- Any and all leaks or water penetration of the Project or the Product are to be reported to the Company and Tuff immediately.
- In connection with the Workmanship Warranty, service charges by the Company for customer-caused repairs are, as at the date of this Warranty, \$\_\_\_\_\_ per hour (1 hour minimum); provided, however, the Recipient acknowledges and agrees that these charges may be changed by the Company upon prior notification by the Company.
- Check all components of the Project and the Product for evidence of corrosion and clean, repair or replace, as applicable, components as required including, without limitation, as caused by accident, abuse, misuse, negligence, fire or act of God or if damaged by modifications, alterations or attachments made by, or other acts of, the Recipient which have not been authorized by the Company and Tuff.

*This is a two page document, please read the entire warranty to understand your rights and responsibilities.*

#### **The Workmanship Warranty and the Product Warranty, as applicable, do not apply if:**

- The Project or the Product, or any part thereof, has been damaged by accident, vandalism, abnormal usage or abuse, misuse, negligence, fire, natural disasters (including, but not limited to, lightning, wind, hail, floods, earthquakes, gales, hurricanes, tornadoes) or other act of God, settlement, warping, distortion, failure, normal weathering, cracking or movement of any deck, wall or foundation of building(s) on the Property, any damage by traffic on or about the Project or by impact of foreign objects or by contamination of the Product or of any membrane (in the case of the Workmanship Warranty) by corrosive chemicals, oils, greases, gases or any misuse, neglect or improper handling of the Project or the Product, infiltration or condensation or moisture in, through, around or above the walls, copings, HVAC systems or any part of any buildings or structures, ponding water caused by inadequate slope, improperly positioned drains or settling of any building or structure, lack of venting or the failure of the building or structure to prevent ingress of wind, vapour diffusion or precipitation into the Project or the Product or by other causes beyond the control of the Company or Tuff;
- The Project, the Product or any part thereof has been damaged by delivery or transport damage or work, modifications, alterations, repairs or attachments made by, or other acts of, the Recipient or third parties which have not been authorized by the Company and Tuff or by any separate manufacturer of materials or components;
- The Project, the Product or any part thereof has been damaged through contact with pressure treated lumber or wood or if the product or project is damaged from raw wood materials being left in unprotected and in contact with the product;
- The Project, or any part or any materials or components thereof, has not been maintained in accordance with the then current instructions supplied by the Company or Tuff, which instructions can be located at the following website: [www.tufdek.com](http://www.tufdek.com) or via an authorized Tuff dealer;
- The Product was not installed: (i) in accordance with the then current installation standards of Tuff, which installation standards can be located at the following website: [www.tufdek.com](http://www.tufdek.com) or via an authorized Tuff dealer; or (ii) by or on behalf of an authorized dealer of Tuff;
- The Product was installed or used in a commercial or industrial application or any other application which is not residential.

#### **This Warranty excludes:**

- Any problems arising as a result of improper preparation of the surface upon which the Project or the Product is installed or constructed, the structure of such surface or the materials used in connection with such surface or, in the case of the Product Warranty, the installation or workmanship relating to the installation of the Product;
- Any damage to the exterior or interior of structures or building(s) on the Property upon or in connection with which the Work was performed;
- Problems due to moisture including, without limitation, growth of mold, fungus, bacteria, spores, mycotoxins and the like, discoloration, alkali, condensation or hydrostatic pressure;
- Appearance problems such as color variations from samples or printed illustrations compared to actual production runs, fading, reduction of gloss or discoloration resulting from, but not limited to: weathering; puddling; pedestrian traffic; misuse; neglect; hydrostatic pressure; fungus or bacterial growth; biodegradable matter; problems due to inadequate slope of the surface, improperly positioned drains or building or structure settling or joint expansion which results in ponding water, lifting or nails, screws or substrate seams or cracks which become visible;
- Any imperfections (e.g., plywood joints, nails or screws, substrate delamination, telegraphing) which are not seen or visible to the human eye under the high noon sun from a minimum distance of five (5) feet;
- In the event a claim is approved under this Warranty: (i) the costs and expenses associated with the removal and replacement of siding, stucco, railings, hot tubs, planters, furniture, carpeting or any other materials either permanently or temporarily attached to the building or structure on which the Work was performed or the Product was installed; (ii) cleaning the building or structure on which the Work was performed or the Product was installed (since the repair or replacement of the Product or of any defective workmanship may require the application of a sealer); it is the responsibility of the Recipient to provide a clean surface for maximum adhesion; (iii) color matching of the Product or any other products; and (iv) the costs and expenses associated with the repair, removal or replacement of any and all overburden installed, placed or located on top of or near the Project or the Product and which shall include, without limitation, rooftop gardens, earth, soil, pavers, decks, patio and walking surface materials, planters, furniture, carpeting or any other materials either permanently or temporarily attached to the building or structure on which the Work was performed or the Product was installed, all of which above actions, costs and expenses shall be the sole responsibility of the Customer.

#### **QUALIFICATIONS FOR, AND CONDITIONS TO, WARRANTY COVERAGE**

Warranty coverage hereunder shall only be provided by the Company and Tuff, as applicable, in accordance with the following:

- If the full purchase price for the Work performed by the Company has been paid to the Company and if the full purchase price for the Product and its installation and related services, has been paid to Tuff or its authorized dealer, as applicable.
- All claims under this Warranty are to be made by the Recipient in writing to the Company and Tuff, as applicable (the "Notice"), within thirty (30) days of the discovery of the alleged defect in workmanship or in the Product and within the period covered by this Warranty. All claims shall include a copy of this Warranty and a copy of the Invoice or contract establishing the date of performance of the Work by the Company, the date of purchase and installation of the Product at the Property and the original cost of the Product. The Company and Tuff, as applicable, must be allowed a reasonable opportunity to inspect, as provided below, any alleged defect before any warranty claim is processed or any repairs, replacements or Pro Rata Refunds are made hereunder. The Company and Tuff, as applicable, must also, as a result of such inspection, acknowledge in writing that the alleged defect in workmanship or in the Product is covered by this Warranty.
- Any defective Product may, at Tuff's sole option, become Tuff's property or be disposed of by the Recipient.
- At Tuff's sole option, either Tuff's own employees or agents or an authorized dealer (including the Company) may make the repair or replacement of a defect covered by the Product Warranty. The Recipient acknowledges and understands that Tuff and the Company (the latter of which sold the Product to the Recipient) are two separate entities. The Recipient further understands that the Company is solely liable for all installation-related repairs and defects.

#### **LIMITATION OF LIABILITY**

**Workmanship Warranty** - The Company's workmanship or any part thereof in connection with the Work claimed to be defective shall be held until inspected by an authorized representative of the Company and, upon his specific instructions, the Company's workmanship or any part thereof found to be defective will be repaired by the Company as provided herein. The Company's method of inspection may take the form of inspection of photographs (such inspection to be either in place of a physical inspection by the Company or in addition to a physical inspection, all as determined in the sole discretion of the Company), provided by the Recipient, of the Company's workmanship or any part thereof allegedly defective. If requested by the Company, the Recipient agrees to provide photographs of the Company's workmanship or any part thereof allegedly defective as well as a detailed, written explanation of the alleged defect and, if so requested, Tuff's obligation to continue to process the Recipient's claim under this Workmanship Warranty shall be subject to its receipt of the requested photographs and explanation. The Company's obligations hereunder shall be limited solely to furnishing labor to repair any defective installation or construction workmanship. Any such repair by the Company hereunder shall not extend the Workmanship Warranty period. THE LIABILITY OF THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND SERVANTS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND SERVANTS TO THE RECIPIENT WITH RESPECT TO THE WORKMANSHIP OF THE COMPANY RELATING TO THE WORK SHALL BE LIMITED TO REPAIR AS PROVIDED HEREIN TO A MAXIMUM OF THE COST OF THE WORK PERFORMED BY THE COMPANY, AS INDICATED ON THE INVOICE, AND DOES NOT INCLUDE ANY COST OF REMOVAL OR REINSTALLATION OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE OF ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF LABOUR, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, RECIPIENT'S TIME AND CLAIMS OF THIRD PARTIES.

#### **Product Warranty**

Tuff's Product or any part thereof claimed to be defective shall be held until inspected by an authorized representative of Tuff or an authorized dealer of Tuff and, upon written approval from Tuff to proceed with such representative's specific instructions, Tuff's Product or any part thereof found to be defective will be repaired or replaced or the Pro Rata Refund made, at the sole option of, and by, Tuff, as provided herein and, in the case of repair or replacement, with the same, or substantially similar, to the extent reasonably possible, color design or grade of Product. Tuff's method of inspection may take the form of inspection of photographs (such inspection to be either in place of a physical inspection by Tuff or in addition to a physical inspection, all as determined in the sole discretion of Tuff), provided by the Recipient, of the Product or any part thereof allegedly defective. If requested by Tuff, the Recipient agrees to provide photographs of the Product or any part thereof allegedly defective as well as a detailed, written explanation of the alleged defect and, if so requested, Tuff's obligation to continue to process the Recipient's claim under this Product Warranty shall be subject to its receipt of the requested photographs and explanation. Any replacement Product is subject to the availability of same from Tuff's inventory or to the availability of same from Tuff's suppliers. Tuff reserves the right to repair or replace defective Product with Product of the nearest color, gauge or pattern available at the time of repair or replacement. Tuff shall not be responsible for differences in color between replacement Product and the original Product. Any such repair or replacement or Pro Rata Refund by Tuff hereunder shall not extend the Product Warranty Period and all Product provided by Tuff as a result of a warranty claim hereunder is warranted under the terms and conditions of this Warranty only for the balance of the Product Warranty Period for the Product which was the subject of the warranty claim. Tuff's obligations hereunder shall be limited solely to repair or replacement of any defective Product or Pro Rata Refund as provided herein. THE LIABILITY OF TUFF, ITS OFFICERS, DIRECTORS, AGENTS AND SERVANTS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND SERVANTS TO THE RECIPIENT WITH RESPECT TO THE PRODUCT HEREIN SHALL BE LIMITED TO REPAIR OR REPLACEMENT OR PRO RATA REFUND AS PROVIDED HEREIN TO A MAXIMUM OF THE COST OF THE PRODUCT INSTALLED AT THE PROPERTY, AS INDICATED ON THE INVOICE, AND DOES NOT INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF LABOUR, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, RECIPIENT'S TIME AND CLAIMS OF THIRD PARTIES.

IN CONNECTION WITH THIS WARRANTY TUFF, THE COMPANY, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND SERVANTS AND THEIR RESPECTIVE AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND SERVANTS SHALL NOT BE LIABLE FOR PERSONAL INJURIES OR DEATH TO ANY PERSON OR FOR ANY LOSS, DAMAGE, LIABILITY, CLAIM OR EXPENSE OF ANY KIND OR NATURE WHETHER TO OR RELATED TO THE PROJECT, THE PRODUCT, THE PROPERTY, THE RECIPIENT OR ANY OTHER PROPERTY, CAUSED OR CONTRIBUTED TO, DIRECTLY OR INDIRECTLY, BY THE COMPANY'S PERFORMANCE OF THE WORK OR THE WARRANTY WORK UNDER THIS WARRANTY, BY THE OWNERSHIP, DELIVERY, INSTALLATION OR POSSESSION OF THE PROJECT, THE PRODUCT, BY THE PROJECT, THE PRODUCT OR ANY INADEQUACY THEREOF FOR ANY PURPOSE OR ANY DEFICIENCY OR DEFECT THEREIN, THE USE OR MAINTENANCE THEREOF, ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF OR ANY LOSS OF BUSINESS, OR BY ANY OTHER CAUSE OR REASON WHATSOEVER OR HOWSOEVER CAUSED, CONSEQUENTIAL OR NOT, INCLUDING THE NEGLIGENCE OR DEFAULT OF THE COMPANY OR TUFF, AS ALL SUCH RISKS AS BETWEEN THE COMPANY, TUFF AND THE RECIPIENT ARE TO BE BORNE BY THE RECIPIENT.

THIS WARRANTY GIVES THE RECIPIENT SPECIFIC LEGAL RIGHTS AND THE RECIPIENT MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION), SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CERTAIN RECIPIENTS

#### **DISCLAIMER OF WARRANTIES**

THIS WARRANTY IS IN SUBSTITUTION FOR DAMAGES TO WHICH THE RECIPIENT MIGHT OTHERWISE THIS WARRANTY IS IN SUBSTITUTION FOR DAMAGES TO WHICH THE RECIPIENT MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY AND, IN PARTICULAR, IN LIEU OF AN ACTION FOR FUNDAMENTAL BREACH OF CONTRACT, THE RECIPIENT WILL BE BOUND BY THE PROVISIONS OF THIS WARRANTY. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AGREEMENTS, REPRESENTATIONS OR CONDITIONS OF THE COMPANY AND TUFF WHETHER WRITTEN, ORAL, COLLATERAL, STATUTORY, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE COMPANY AND TUFF SHALL NOT BY VIRTUE OF, AS APPLICABLE, HAVING PERFORMED THE WORK IN CONNECTION WITH THE PROJECT OR BY VIRTUE OF HAVING SUPPLIED THE PRODUCT OR PERFORMED THE WORK IN CONNECTION WITH A CLAIM UNDER THIS WARRANTY BE DEEMED TO HAVE MADE ANY OTHER WARRANTY, AGREEMENT, REPRESENTATION OR CONDITION WHATSOEVER. NO REPRESENTATIVE, EMPLOYEE, AGENT OR CONTRACTOR OF THE COMPANY, OF TUFF OR ANY OTHER PERSON IS AUTHORIZED TO ASSUME ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE WORK PERFORMED BY THE COMPANY EXCEPT AS DESCRIBED HEREIN OR IN CONNECTION WITH THE PRODUCT OR THE WORK PERFORMED BY TUFF HEREUNDER EXCEPT AS DESCRIBED HEREIN.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CERTAIN RECIPIENTS.

#### **OTHER INFORMATION**

This Warranty is conclusively deemed to be a contract made under the laws of the Province of British Columbia and for all purposes is to be governed by, and construed and enforced in accordance with, the laws of the Province of British Columbia without regard to principles of conflicts of law that would impose a law of another jurisdiction. Any and all disputes arising under this Warranty, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of British Columbia. The parties hereby irrevocably and unconditionally attach to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom.

If two or more individuals, corporations, partnerships or other entities (or any combination of two or more thereof) shall be subject to the terms and conditions of this Warranty as the Recipient, the liability of each of them under this Warranty shall be deemed to be joint and several.

No condoning, excusing or waiver by Tuff or the Company of any default, breach or non-observance by the Recipient at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the rights of Tuff or the Company hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of Tuff or the Company in respect of any such continuing or subsequent default breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by Tuff or the Company.

ANY REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES OR AGREEMENTS MADE BY TUFF AND THE COMPANY HEREUNDER SHALL BE CONSTRUED AS SEVERAL ONLY (NOT JOINT AND SEVERAL) AND IN ACCORDANCE WITH, AND LIMITED TO: (i) IN RESPECT OF SUCH REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES OR AGREEMENTS MADE IN CONNECTION WITH THE PRODUCT WARRANTY, SUCH REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES OR AGREEMENTS SHALL BE DEEMED TO HAVE BEEN MADE SOLELY BY TUFF; AND (ii) IN RESPECT OF SUCH REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES OR AGREEMENTS MADE IN CONNECTION WITH THE WORKMANSHIP WARRANTY, SUCH REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, INDEMNITIES OR AGREEMENTS SHALL BE DEEMED TO HAVE BEEN MADE SOLELY BY THE COMPANY.

*This is a two page document, please read the entire Warranty to understand your rights and responsibilities.*

**WARNING:** Various products, chemicals and cleaning supplies can discolor and permanently damage vinyl decking, specifically but not limited to, pressure treated lumber, rubber or rubber based products, bitumen, raw lumber. Ensure all materials are compatible before leaving them in contact with your new vinyl deck product.

October 01, 2015

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