



Warranty



Statement of Warranty: TIVADEK PVC decking products (hereinafter “Products”) are covered by a limited lifetime warranty from TIVA Building Products Inc.. (hereinafter “Manufacturer”). This limited lifetime warranty is extended to either (1) the original purchaser or (2) the owner(s) of the property, at the time of installation, where the Products were installed (collectively hereinafter “Purchaser”). For warranty purposes, a single-family residential homeowner shall be referred to hereinafter as a “Residential Purchaser” and any Purchaser other than a Residential Purchaser shall be referred to as a “Commercial Purchaser”.

The terms of this warranty shall extend twenty-five (25) years for a Residential Purchaser and fifteen (15) years for a Commercial Purchaser from the date of original purchase. Except as set forth in the exclusions and restrictions detailed below, the Manufacturer warrants that the Product will be free of defects and will not split, rot, splinter, delaminate, crack, excessively swell, or suffer structural damage from termites or fungal decay. If any of the defects listed above are discovered in the Product, and are determined to be caused solely by manufacturing or material defects, the Manufacturer, in its sole discretion, will either replace or repair the defected Products, or provide a proportional refund as described in the “Prorated Refund Program” detailed further in this warranty.

Stain and Fade: TIVA Building Products warrants that the Product will be resistant to permanent stains attributed to spills of food or beverage items and resistant to colour change in excess of 5 Delta E (Hunter) units from light and weathering, from the date of original purchase through the duration of the warranty terms stated above, given that the Products were installed in accordance with the Installation Manual, and have been maintained and cared for as stated explicitly in the Care & Maintenance Instructions found on www.TIVADEK.com. Failure to follow all TIVADEK written Installation and Care and Maintenance instructions found on www.TIVADEK.com voids all warranties in their entirety.

Exclusions: TIVA Building Products does not warrant, and assumes no liability, for any product failure, damages or malfunctions that are in any way attributable to: (1) improper handling, storage or installation of the Product, (including failure to adhere to local building codes and/or failure to abide by the Manufacturer’s Installation Manual) improper installation of joists or other accessories, or improper gapping and spacing; (2) Product abuse, neglect, or any misuse including the use of the Product beyond its designed purpose or installing product in applications not recommended by the Manufacturer’s installation guidelines or local building codes; (3) movement, shifting, settlement, or collapse of the foundation, ground or supporting structure upon which the Products are installed; (4) Product that has been damaged or altered by uncontrollable natural forces or other severe weather such as, but not limited to, hail, tornado, flood, hurricane, earthquake or other Acts of God; (5) incorrect structure design; (6) loading structure beyond the maximum designed live load; (7) normal weathering of the Product’s surface due to natural effects (including exposure to direct sunlight or weather conditions causing fading or colour change of 5 Delta E (Hunter) units); (8) fading or surface damage due to exposure to sunlight reflected from low-emissivity (Low-E) glass, or direct or indirect contact with extreme sources of heat; (9) any applications of coating or painting to the Product that are not recommended by the Manufacturer in writing; (10) fabrication, remanufacturing or manipulation of the Product by third parties.

Determining safety, effectiveness and suitability of the Product used in the Purchaser's application is their sole responsibility. TIVA Building Products is not liable for Purchaser's Product selection in connection with their particular application.

Claims: If during the applicable warranty period, the Purchaser discovers a defect in their Product that is believed to be covered under this warranty, they are responsible for submitting a written claim within 30 days of discovery of the defect. Manufacturer will not be responsible for the cost of Products that are repaired or replaced without prior written consent from the Manufacturer. The claim must include details and specifications of defects, photographs, and proof of original purchase and can be submitted via mail or email to:

TIVA Building Products Inc.
 5200 Dixie Rd. Unit 9
 Mississauga, ON, Canada
 L4W 1E4

info@TIVADEK.com

Purchaser must make Product available for inspection by the Manufacturer in order to investigate and determine validity of the claim. If the claim is deemed valid after review of investigation, the Manufacturer will, at its sole discretion, either replace the defective Product or provide a refund for a portion of the original purchase price of the Product, as scheduled in the "Prorated Refund Program". In the case of Product replacement, the Manufacturer shall provide material that is as close to colour, design and quality as possible to original Product; the Manufacturer cannot guarantee exact Product, as colour or design changes may occur. Manufacturer is not responsible for the cost of labour or expenses that are associated with removal, installation or repair of the warranted Product.

TIVA Building Products does not authorize, and shall not be bound by, any statement or agreement made by any person or third party, in regards to the quality or performance of TIVADEK PVC decking products.

Transfer of Warranty: This warranty may be transferred once from a Residential Purchaser to a subsequent buyer of the property at which the Products were originally installed, within five (5) years of the original installation date.

Warranty Area Coverage: This warranty is applicable only to Products purchased and installed within North America and Australia.

Prorated Refund Program:

Year 1 – 100%	Year 6 – 80%	Year 12 – 60%	Year 18 – 40%	Year 24 – 20%
Year 3 – 90%	Year 9 – 70%	Year 15 – 50%	Year 21 – 30%	Year 25 – 20%

Disclaimer: THIS LIMITED LIFETIME WARRANTY IS THE ONLY WARRANTY EXTENDED BY TIVA BUILDING PRODUCTS FOR TIVA DEK PVC DECKING. THIS WARRANTY IS IN LIEU OF ANY OTHER CONDITION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE STATEMENTS AND PROVISIONS SET FORTH IN THIS WARRANTY DESCRIBE THE ONLY REMEDIAL ACTIONS THAT WILL BE TAKEN BY, AND CONSTITUTE THE ENTIRE LIABILITY OF, TIVA BUILDING PRODUCTS. UNDER NO CIRCUMSTANCES SHALL TIVA BUILDING PRODUCTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE) RESULTING FROM USE OR MISUSE OF PRODUCT, NON-DELIVERY, OR FROM DEFECTS IN THE PRODUCT OR THE BREACH OF ANY IMPLIED WARRANTY. The laws in some states prohibit the exclusion or limitation of certain conditions or damages, and as such, the above limitation may not apply to you. This Limited Lifetime Warranty provides you with certain legal rights, and you may have additional rights that differ from state to state or province to province.

