



AUTHORIZED DEALER, 10 YEAR PRODUCT ONLY WARRANTY

THE COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED. PLEASE READ AND UNDERSTAND THE CONDITIONS APPEARING HEREIN.

LIMITED WARRANTY

Tuff Industries Inc. (referred to as the "Company") warrants, subject to the terms, conditions and limitations contained in this Limited Warranty Agreement (the "Warranty"), to the Customer (as defined below), as the Customer of the Company's TufDek™ vinyl membrane product (the "Product"), for a period of ten (10) years (the "Warranty Period"), that under normal use the Product shall be free from manufacturing defects which result in water leakage, provided that the Customer strictly adheres to all of the terms and conditions set out in this Warranty and performs the requirements of the Customer's Maintenance Program, as set out below. If water leakage occurs within the Warranty Period, the Company will, at its sole option: (i) repair or replace any portion of the Product which is determined by the Company to be defective; or (ii) refund to the Customer a prorated portion of the original purchase price for the Product (the "Pro Rata Refund") determined by multiplying the original purchase price of the Product by the number of remaining months of the Warranty Period (at the time that the Company receives the Notice (as defined below)) divided by the total number of months of the Warranty Period. Provided, however, that the Customer agrees that in the event that the original purchase price of the Product cannot be determined, the Company, 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 the Company as at the date of sale of the Product to the Customer.

For the purposes of this Warranty reference to "Customer" means the original customer of the Product manufactured by the Company. For the purposes of this Warranty, the term "original customer" is limited to, as applicable, a contractor which has purchased the Product from the Company or an authorized dealer of the Company, the purchaser of the Property (as defined below) from a contractor if a contractor owns the Property at the time of the purchase of the Product or the owner of the Property at the time that the Product is installed at the Property.

For the purposes of this Warranty reference to "Property" means the property at which the Product is installed and as may be described on the Invoice (as defined below).

*The Warranty Period commences from the later of the: (i) date of installation of the Product at the Property, which installation date shall be deemed to be the date of the invoice rendered to the Customer in connection with the installation of the Product (the "Invoice"); or (ii) date of completion of the project at which the Product is being installed, 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.

THIS WARRANTY DOES NOT APPLY IF:

- 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, 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 Product or by impact of foreign objects or by contamination of any Product by corrosive chemicals, oils, greases, gases or any misuse, neglect or improper handling of 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; warping, lack of venting or the failure of any building or structure to which the Product is attached; failure of the building or structure to prevent ingress of wind, vapour diffusion or precipitation into the Product; or by other causes beyond the control of the Company;

- 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 Customer or third parties which have not been authorized by the Company;
- The Product or any part thereof has been damaged as a result of the failure of any sealant or caulking used in connection with the installation of the Product;
- The Product has not been maintained in accordance with any instructions supplied by the Company;
- The Product was not installed in accordance with the Company's standards or the Product was not installed by or on behalf of an authorized dealer of the Company;
- The Product was installed or used in commercial, industrial 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 Product is installed or constructed, the materials used in the construction of such surface, or the installation or workmanship relating to the installation of the Product;
- Any problems arising from the use of pressure treated lumber in conjunction or connection to the deck. Note: Never allow treated lumber to contact vinyl membrane.
- Problems due to moisture including, without limitation, growth of mold, fungus, bacteria, spores, mycotoxins and the like, discoloration, alkali, condensation or hydrostatic pressure;
- Product 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 Product was installed; (ii) cleaning the building or structure on which the Product was installed (since the repair or replacement of the Product may require the application of a sealer); it is the responsibility of the Customer to provide a clean surface for maximum adhesion of the Product; (iii) color matching of the Product; 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 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 Product was installed.

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