



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 labour 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 or any raw wood materials to come in contact with 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.