



SigmaDek Deck Tiles™

Limited Warranty

SigmaDek Ltd. (“The Warrantor”) is pleased to extend this Warranty to you – the original retail purchaser or the original purchaser of a new single-family residential unit, is warranted as follows (all warranties provided below are subject to the terms and conditions of this Limited Warranty):

LIMITED 25 YEAR WARRANTY

Subject to the separate Limited Warranty below for the Porcelain Tiles, all SigmaDek Deck Tiles sold through our network of authorized distributors are warranted to the Original Owner only and to no others, when installed and used in accordance with Warrantor published specifications, to be free from defects in materials and workmanship per the following table:

Residential Application:	25 years from the date of purchase
Commercial Application	10 Years from the date of purchase

*If the Original Owner for Residential Application is not an individual, this warranty shall be limited to 15 years from the date of the original purchase.

SigmaDek Deck Tiles is also warranted, when installed and used in accordance with Warrantor published specifications, for the same applicable period not to develop, under normal conditions, splitting, cracking, rotting and warping of any of the aluminum parts.

A Residential Application is an application where the SigmaDek Deck Tile(s) are attached to an owner-occupied residential unit or dwelling and used always and exclusively by that owner-occupant, as determined by the Warrantor in its sole and absolute discretion. A Commercial Application is an application where the SigmaDek Deck Tile(s) are accessible to the general

public or for a non-owner-occupied residential unit or dwelling, as determined by the Warrantor in its sole and absolute discretion.

This Warranty is non-transferrable, except that this Warranty, in connection with a newly constructed residence may be transferred from the builder to the first purchaser of the residence, who shall qualify as the Original Owner.

Single Family residential units may include houses and both condominium and cooperative units.

Limited Warranty on the Porcelain Tiles

Warrantor warrants that the Porcelain Tiles used on the SigmaDek Deck Tiles, when installed and used in accordance with Warrantor published specifications, sold through our network of authorized distributors, will meet or exceed the performance specification outlined in ANSI A137.1-2008 at the time of production and for twelve (12) months from the date of shipment or until they are installed, whichever date occurs first.

Note:

Warranted tiles will only be replaced by Warrantor approved Installation Contractor. Any non-warranted damaged tiles can be replaced by Warrantor approved Installation Contractor and the Owner will be responsible for the costs of material and installation.

LIMITATIONS, EXCLUSIONS AND GENERAL CONDITIONS

The limited warranty set forth in this document is the only warranty (whether written or verbal) applicable to SigmaDek Deck Tile(s) and no one is authorized to modify or expand this limited warranty. All warranty claims must be made during the applicable warranty period and/or time frames specified herein. **This Warranty is the sole exclusive warranty for SigmaDek Deck Tile(s) and is in lieu of all other express and implied warranties. Warrantor specifically disclaims all other express or implied warranties, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose. No person or entity is authorized to bind Warrantor to any other warranty, obligation or liability for any SigmaDek Deck Tile(s). Installation and/or use of the SigmaDek Deck Tile(s) for which this warranty is issued shall constitute acceptance of the terms hereof.**

Warrantor may require pictures, samples or an inspection of the defective products. Warrantor reserves the right to investigate any claim and inspect the materials for which a claim is made. **Any Modification of the SigmaDek Deck Tile(s) will make this warranty null and void and of no further effect in its entirety.** This warranty is expressly limited to the replacement of a defective SigmaDek Deck Tile and said replacement is the sole remedy pursuant to the

warranty. Such replacement or repair is warranted for the remainder of the original limited warranty period.

This warranty extends from the Original Owner's date of purchase, is offered only to the Original Owner, and **is not transferable**. This warranty applies only to SigmaDek Deck Tile(s) purchased through an authorized dealer or distributor. WARRANTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR OWNERSHIP OF SigmaDek Deck Tile(s). Some jurisdictions do not allow the exclusion of incidental or consequential damages, and therefore the above exclusions may not apply to you. Any claim against this warranty must be made through Warrantor. All claims under the warranties provided herein must be made in writing within ninety (90) days of discovery of the defect. Failure to notify Warrantor in writing of a warranted defect within ninety (90) days of its discovery voids the Warrantor obligations hereunder. Proof of purchase is required. All SigmaDek Deck Tile purchases must be registered with Warrantor before a warranty claim may be processed and the within warranties honored. Any SigmaDek Deck Tile(s) used in Residential Application must be registered with the Warrantor within 12 months of purchase. Any SigmaDek Deck Tile(s) used in a Commercial Application must be registered with Warrantor within 6 months of purchase. **Failure to register this warranty within the specified time frame will make this Warranty null and void and of no further effect in its entirety. The warranties provided hereunder shall be void and of no effect in the event that (a) SigmaDek Deck Tile(s) are utilized outside of their designed capacities and/or published specifications; (b) the SigmaDek Deck Tile(s) are subject to misuse, neglect, accident, improper or inadequate maintenance, corrosive environments (including exposure to chemically treated building materials) and/or environments containing excessive thermal shock; (c) unauthorized modifications are made to the SigmaDek Deck Tile(s); or (d) the SigmaDek Deck Tile(s) are not installed and utilized in compliance with applicable building and mechanical codes and published Warrantor guidelines.**

THIS WARRANTY DOES NOT APPLY TO ANY SIGMADEK DECK TILE(S) THAT:

- Were not manufactured by Warrantor or its authorized suppliers.
- Have been used, modified, or otherwise treated in a manner other than as set forth in Warrantor's installation instructions.
- Have been abused, neglected, or subjected to abnormal use or conditions.
- Have been damaged by tools, weed whackers, lawn mowers or similar equipment.

- Have been damaged as a result of improper care or maintenance, including without limitation, the use of a power-washer, lawn care chemicals, or of any form of solvent. See the installation instructions for maintenance and care instructions.
- Have been in prolonged contact with chemically treated lumber or other chemically treated building materials.
- Have been subject to an accident or to an Act of God.

This WARRANTY DOES NOT COVER THE FOLLOWING:

- Damage due to chemicals or airborne pollutants such as salt or acid rain.
- Damage due to using a non-magnesium based ice melt.
- Damage due to contact with chemically treated lumber or other chemically treated building materials.
- Damage due to salt water conditions when installed within one mile of any coastal salt water.
- Normal wear and tear.
- Shift in color, tint or gloss.
- Labor Charges for part replacements or changeovers.
- Applicable taxes and freight of replacement parts.

In this Warranty the plural shall include the singular and vice-versa and the masculine shall include the feminine and vice-versa. Time shall be of the essence herein. This warranty and all claims made hereunder shall be governed by the laws in force in the Province of Alberta, Canada.

For Information about Warranty visit www.sigmaDek.com