

# Decking and Railing Limited Warranty and Arbitration Agreement

Envision® Decking

EverGrain® Decking

EverClip™ Hidden Fasteners

EG 1-2-3 Hidden Fasteners

Envision® Composite Deck Screws

EverGrain® Composite Deck Screws

Marquee Railing®

Tam-Rail® Railing System

**TAMKO**®

BUILDING PRODUCTS



This certifies that

purchased

- ENVISION® Decking** 300-Month (25-Year) Limited Warranty
- EVERGRAIN® Decking** 300-Month (25-Year) Limited Warranty
- EVERCLIP™ Hidden Fastener** 240-Month (20-Year) Limited Warranty
- EG 1·2·3 Hidden Fastener** 180-Month (15-Year) Limited Warranty
- ENVISION® Composite Deck Screw** 240-Month (20-Year) Limited Warranty
- EVERGRAIN® Composite Deck Screw** 240-Month (20-Year) Limited Warranty
- MARQUEE Railing®** 300-Month (25-Year) Limited Warranty
- TAM-RAIL® Railing System** 300-Month (25-Year) Limited Warranty

on

\_\_\_\_\_, 20 \_\_\_\_

TAMKO® Decking and Railing Products  
come with a

## Limited Warranty

from

**TAMKO Building Products, Inc.**

P.O. Box 1404

Joplin, Missouri 64802-1404

1-800-641-4691

Contractor/Company

Date of Installation

Street Address

Color Installed

City, State, ZIP

Phone

Contractor's Signature

Keep this Limited Warranty information along with your contractor receipt for your records

This Limited Warranty may be transferred by the Owner one (1) time during the first five (5) years of the Term to a Purchaser of the real estate upon which the TAMKO Products are installed. The transfer must be performed in accordance with the paragraph entitled "Transferability." No other transfers are permitted.

## Decking and Railing Limited Warranty and Arbitration Agreement

**Introduction:** In this Limited Warranty "TAMKO Products" means certain Decking and Railing products sold by TAMKO Building Products, Inc. More information on the specific products covered by this limited warranty as well as definitions of certain capitalized words is contained in the section below labeled "Definitions." The length of the warranty for each product covered by this Limited Warranty is set forth in Table 1. The Limited Warranty for your TAMKO Products is the version in effect on the date of retail purchase. Information included in this version of the Limited Warranty was current at time of printing. If you are not satisfied with the terms and conditions of this Limited Warranty, return all unused and marketable TAMKO Products to the original place of purchase for a refund.

**How Long Will The TAMKO Products Last:** It is natural for decking and railing products to age. The process begins as soon as they are installed and exposed to the elements of nature. The length of time a TAMKO Product will continue to perform its intended purpose will depend on many factors, including quality of installation, weather, snow, intensity of the sun, pollution, debris and usage. Because no two installations experience these and other aging factors in the same way, it is difficult to accurately predict the period of time a TAMKO Product will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy in the event a manufacturing defect causes a TAMKO Product to fail as described below. **If TAMKO Products exhibit signs of failure, damage or degradation, such products should be replaced or repaired immediately, as this may become a safety hazard.**

**MANDATORY BINDING ARBITRATION:** EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE SHINGLES AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED TAMKO PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND NOT AS PART OF A CLASS. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE SHINGLES AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

**Class Action Waiver:** You and TAMKO agree that any action between us arising from or relating to TAMKO Products or this Limited Warranty will be arbitrated (or, if arbitration of the action is not permitted by law, litigated) individually and neither party will consolidate, or seek class treatment for any action unless previously agreed to in writing by both You and TAMKO.

**Where Is Coverage Available:** This Limited Warranty applies only to the TAMKO Products that are installed in the forty-eight contiguous United States and Canada (excluding Quebec and New Brunswick). ALL TAMKO PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

**Actions Must Be Commenced Within One Year:** Any action relating to TAMKO Products or the Limited Warranty must be brought within one year after any cause of action has accrued. No claims will be allowed after this one year time period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to you.

**Limitation of Remedies:** Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Owner or any other person or entity, including any mortgagee, insurer, or other party in interest for all matters regarding the TAMKO Products. Obligations contained in this Limited Warranty are expressly in lieu of all other obligations, guarantees, warranties, and conditions expressed or implied. **IMPLIED WARRANTIES OR CONDITIONS OF**

**MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS, INC. ARE EXCLUDED.** Some states do not allow exclusion or limitation of implied warranties or incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty and arbitration agreement gives you specific legal rights and you may also have other rights which vary from state to state. Invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**Definitions:** Certain capitalized words have specific meanings:

**"Decking Products"** means TAMKO, Envision Deck Boards and EverGrain Deck Boards.

**"Full Start Period"** means the initial period of the Term during which TAMKO's obligation is not prorated. The Full Start Period begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1. Not all the TAMKO Products included in this Limited Warranty contain a Full Start Period. Please see specific product provisions below for more details.

**"Owner"** means the owner of the real estate at the time the TAMKO Products are installed on that real estate. If you purchase a new residence from the builder and are the first person to occupy the residence, TAMKO will consider you to be the Owner even though the TAMKO Products were already installed.

**"Purchase"** means the retail purchase of the TAMKO Products.

**"Purchaser"** means someone who purchases from the Owner the building upon which the TAMKO Products are installed.

**"Railing Products"** means MARQUEE Railing® System and TAM-RAIL® Railing System.

**"TAMKO"** means TAMKO Building Products, Inc.

**"TAMKO Products"** means Envision® Decking, EverGrain® Decking, EverClip™ Hidden Fasteners, EG 1•2•3 Hidden Fasteners, Envision® Composite Deck Screws, EverGrain® Composite Deck Screws, MARQUEE Railing and TAM-RAIL Railing.

**"Term"** means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1.

**"You" or "Your"** means either the Owner or the Purchaser.

**Notification to TAMKO:** The Owner must notify TAMKO of any claims under this Limited Warranty by calling 1-800-441-7190 or by certified mail at P.O. Box 1404; Joplin, Missouri 64802-1404 within thirty (30) days following discovery of a problem. If You fail to notify TAMKO as provided herein all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions shall terminate. Notice to your contractor, dealer or home builder is NOT notice to TAMKO.

**Right of Inspection and Claim Processing:** TAMKO shall have a reasonable time after notification to process a claim. The Owner shall provide TAMKO with reasonable access to the TAMKO Products for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, photographs of the TAMKO Products, proof of Purchase of the TAMKO Product, an estimate to replace or repair the affected area, and samples of the TAMKO Products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in TAMKO's investigation of the claim (such as by failing to provide samples of the affected TAMKO Products, proof of Purchase, photographs, estimate, or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have a reasonable time after receipt of notification to process the Owner's claim.

**Transferability:** This Limited Warranty may be transferred ONE time, subject to the following provisions:

**Five Year Transfer Period:** The Owner may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a Purchaser of the real estate upon which the TAMKO Products are installed.

**How to Transfer:** The transfer must occur simultaneously with the sale of the real estate. The Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must be mailed by certified mail to TAMKO; Attn: Warranty Services Dept., P.O. Box 1404, Joplin, MO 64802-1404. The written notice must include the names of the Owner and the Purchaser, the address of the real estate upon which the TAMKO Products are installed, a list of the TAMKO Products and the date of their installation, and the date of the transfer.

**No Other Transfer Permitted:** Except for one transfer to a Purchaser as stated above, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person or entity may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the real estate on which the TAMKO Products are installed shall immediately terminate all liability of TAMKO, all warranties contained herein or hereunder and any applicable implied warranties, including warranties or conditions of merchantability and fitness for a particular purpose.

**Important to Remember:** Determination of the suitability and safety of any particular use or application of TAMKO Products is solely the responsibility of the Owner. The Owner should consult local building and safety codes for specific requirements. TAMKO is not responsible for: (1) the cost of labor for installing replacement products except during the Full Start Period; (2) the cost of any materials (other than the replacement TAMKO Products as provided herein) including, without limitation, sub-structure, supporting structure, etc; or (3) the cost of removing or disposing of TAMKO Products or other materials which are to be replaced. Replacement TAMKO Products will be warranted only for the remainder of the original Term. Tender of payment of the cost of replacement TAMKO Products shall terminate all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

**TABLE 1**

Product	Term	Full Start Period
ENVISION Decking	25 Years	5 Years
EVERGRAIN Decking	25 Years	5 Years
EVERCLIP Hidden Fasteners	20 Years	None
EG 1•2•3 Hidden Fasteners	15 Years	None
ENVISION Composite Deck Screws	20 Years	None
EVERGRAIN Composite Deck Screws	20 Years	None
MARQUEE Railing	25 Years	5 Years
TAM-RAIL Railing System	25 Years	5 Years

**TAMKO Full Start Period:** If, during the Full Start Period, TAMKO Products that have been installed in strict accordance with TAMKO's application instructions (available at [envisiondecking.com](http://envisiondecking.com), [tam-rail.com](http://tam-rail.com) or [tamko.com](http://tamko.com) or by calling 1-800-641-4691) are determined to have excessive degradation, split, checked, splintered or suffered termite damage as a direct result of a manufacturing defect, TAMKO will provide the Owner the cost of replacement TAMKO Products for those determined to be defective and the reasonable cost of their installation, according to the terms of this Limited Warranty. This is TAMKO's maximum obligation during the Full Start Period.

**After TAMKO's Full Start Period (and for TAMKO Products with No Full Start Period):** If, after the end of the Full Start Period (and for TAMKO Products with no Full Start Period), TAMKO Products that have been installed in strict accordance with TAMKO's application instructions are determined to have excessive degradation, split, checked, splintered or suffered termite damage as a direct result of a manufacturing defect, TAMKO's obligation is limited to providing the Owner with the cost of a prorated portion of the replacement TAMKO Products for those determined to be defective. The quantity of the replacement product will be prorated over the Term of this Limited Warranty. This is TAMKO's maximum obligation after the end of the Full Start Period. TAMKO is not responsible for the cost of any labor after the end of the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a limited warranty claim at a time when 100 months remain on the Term in a 300-month Term, TAMKO's maximum obligation is to provide the cost for one-third of the replacement product. The remaining cost shall be the responsibility of the Owner.

**25-Year Stain Resistance Limited Warranty for Envision Deck Boards:** Envision Deck Boards are also covered by a 25-year Stain Resistance Limited Warranty. No other TAMKO Products are covered by the Stain Resistance Limited Warranty. Claims for Envision Deck Boards that become permanently stained from spills of food and beverage items including mustard, ketchup, barbeque sauce, canola oil, tea, coffee, wine, fruit punch and carbonated soda drinks will be processed in accordance with the sections entitled Full Start Period or After the Full Start Period, whichever is applicable, provided the Owner has first: (1) promptly after the spill, attempted to clean the affected area of the boards by using the cleaning procedures described in TAMKO's written care and cleaning instructions (available at [tamko.com](http://tamko.com) or [envisiondecking.com](http://envisiondecking.com)); and (2) if, after promptly cleaning a spill the stain remains unreasonably visible, the Owner must have the affected area cleaned by a professional deck cleaner at the Owner's expense within one week after the spill; and (3) if, after completing steps (1) and (2), the stain still remains unreasonably visible, the Owner must notify TAMKO within thirty (30) days after the professional cleaning is completed.

TAMKO does not warrant Envision Deck Boards or any other TAMKO Products to be stain proof, and does not provide warranty coverage for food or beverages which are not properly and promptly cleaned as provided in TAMKO's written care and cleaning instructions, or for any staining or damage to the Envision Deck Boards caused by abrasive compounds, mold, mildew, paints or stains, solvents, metallic rust, or other non-food or non-beverage substances, including, but not limited to, biocides, fungicides, insect repellent, insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotions.

**Exclusions from Coverage:** TAMKO Products located in higher-traffic areas may show wear earlier than other areas. Dragging objects across the Decking Products or Railing Products may cause surface scratches. Color variation occurs naturally in the manufacturing process and, as with natural lumber, should be expected. Surface wear, scratches, minor degradation and color variation are not defects and are excluded from coverage under this Limited Warranty. In addition, TAMKO shall not be liable under any circumstances and shall have no obligation for:

1. TAMKO Products not installed in strict accordance with TAMKO's written application instructions.
2. Use of TAMKO Products in applications not permitted by applicable building codes.
3. Damage to any building or supporting structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
4. The cost of removal, reinstallation or disposal of any TAMKO Products, or for any costs associated with such, including labor, freight or taxes, unless otherwise stated in this Limited Warranty.
5. Variations in uniformity of color, variations or natural changes in color, weathering, color fading and natural efflorescing.
6. Staining or discoloration due to foreign substances including, but not limited to food, beverages, dirt, oil, grease and chemicals found in cleaners not approved for use in TAMKO's written care and cleaning instructions (see 25-Year Stain Resistance Limited Warranty for exceptions to this exclusion for Envision Decking).
7. Environmental conditions including, but not limited to, air pollution, mold and mildew.
8. Damages resulting from Acts of God (including, but without limitation, flooding, lightning, wind, hurricane, tornado, hail, flooding or other violent storm or casualty).
9. Damage caused by movement, distortion, collapse or settling of the ground, building or supporting structure.
10. Damage caused by heat sources including, without limitation, fire, Low-E glass and other enhanced or concentrated solar reflectivity, or from any other heat source.
11. Damage caused by improper handling, shipment and/or storage.
12. Damage caused by neglect, abuse, misuse or improper upkeep and maintenance.
13. Damage caused by factors that are beyond the reasonable control of TAMKO. The serviceable life of the TAMKO Products is affected by several factors, such as quality of installation, maintenance and normal wear and tear. These are all factors beyond TAMKO's control and for which TAMKO makes no warranty.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCTS EXCEPT AS DESCRIBED HEREIN.

THIS LIMITED WARRANTY APPLIES TO TAMKO PRODUCTS PURCHASED ON OR AFTER **JANUARY 1, 2017**, AND SUPERCEDES ALL PREVIOUSLY PUBLISHED WARRANTIES FOR SUCH PRODUCTS. THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER.

**The terms and conditions of the Limited Warranty and arbitration agreement for TAMKO Products may change periodically. The Limited Warranty set forth above was the Limited Warranty offered by TAMKO at the date of printing. Only the Limited Warranty offered by TAMKO at the time of your purchase of the TAMKO product shall apply. Consult TAMKO's website at [tamko.com](http://tamko.com) or [envisiondecking.com](http://envisiondecking.com) for current Limited Warranty information.**

**Installation Instructions:** Printed installation instructions for TAMKO ENVISION Decking, EVERGRAIN Decking, EVERCLIP Hidden Fasteners, EG 1-2-3 Hidden Fasteners, ENVISION Composite Deck Screws, EVERGRAIN Composite Deck Screws, MARQUEE Railing and TAM-RAIL Railing Systems, are available upon request. Call 1-800-641-4691 or visit [envisiondecking.com](http://envisiondecking.com).

Invalidity or unenforceability of any provision herein (except the class action waiver and mandatory binding arbitration provisions) shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect. In the event the class action waiver and/or the mandatory arbitration provisions are determined to be invalid or unenforceable the entirety of this limited warranty (except this paragraph) shall be null and void and the product is sold as-is and where is, with no warranty of any kind.

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TAMKO, Envision, EverGrain, Marquee Railing and Tam-Rail are registered trademarks and EverClip is a trademark of TAMKO Building Products, Inc. Information included in this Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty, visit us online at [tamko.com](http://tamko.com) or call us at 800-641-4691.

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