

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 FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY IS VALID ONLY IN THE UNITED STATES OF AMERICA AND THE FOLLOWING CANADIAN PROVINCES: BRITISH COLUMBIA, ALBERTA, ONTARIO, SASKATCHEWAN, MANITOBA AND NEW BRUNSWICK.

THIS LIMITED WARRANTY APPLIES TO PRODUCTS PURCHASED ON OR AFTER **AUGUST 31, 2008** TO THE EXTENT ANY WOULD APPLY TO THIS PRODUCT, AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES TO THE EXTENT ANY WOULD APPLY TO THIS PRODUCT.

Installation Instructions: Printed instructions on how to install TAMKO's EVERGRAIN Decking, ELEMENTS Decking, ELEMENTS DockBoards, EVERGRAIN Designer Railing Systems, EVERGRAIN Traditional Railing and TAM-RAIL Railing Systems are available upon request. Call 1-800-641-4691 or visit one of our web sites at tamko.com, evergrain.com, elementsdecking.com or tam-rail.com. **IMPORTANT:** Failure to properly install the Products according to manufacturer's application instructions and building codes may result in an unsafe railing system and will affect coverage under this Limited Warranty.



WARRANTY INFORMATION

Owner's Name _____

Address Where Applied _____

City _____

State _____ Zip _____

Product Installed:

- EverGrain Decking 300 Months (25 Year) Limited Warranty
- Elements Decking 300 Months (25 Year) Limited Warranty
- Elements DockBoard 300 Months (25 Year) Limited Warranty
- EverGrain Designer Railing System 300 Months (25 Year) Limited Warranty
- EverGrain Traditional Railing 300 Months (25 Year) Limited Warranty
- Tam-Rail Railing System 300 Months (25 Year) Limited Warranty

Color _____

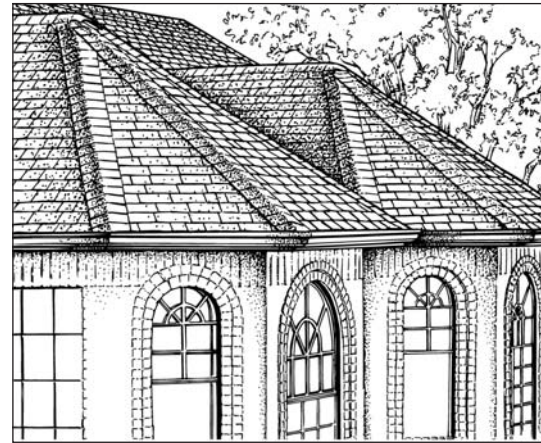
Date of application _____

Total cost _____

Date _____

TAMKO®, Tam-Rail®, MetalWorks, Heritage® and Vintage® are registered trademarks of TAMKO Building Products, Inc. EverGrain®, Elements® and Lamarite® are registered trademarks of EPOCH Composite 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 or call us at 800-641-4691.



BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO for quality products that are built to perform. Our extensive line of residential products includes: Lamarite® composite shingles, MetalWorks® steel shingles, Heritage® series and Vintage® laminated asphalt shingles, 3-tab shingles, EverGrain® and Elements® composite decking & railing, Tam-Rail® railing, rolled roofing products, waterproofing materials, ventilation products and asbestos-free cements and coatings. Each of these products delivers TAMKO quality, performance and durability.



P.O. Box 1404
Joplin, MO 64802 USA
tamko.com



- EVERGRAIN® DECKING**
- ELEMENTS® DECKING**
- ELEMENTS® DOCKBOARD**
- EVERGRAIN® DESIGNER RAILING SYSTEM**
- EVERGRAIN® TRADITIONAL RAILING**
- TAM-RAIL® RAILING SYSTEM**

**DECKING AND RAILING
25-YEAR LIMITED WARRANTY**



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 Products are installed. No other transfers are permitted.

EVERGRAIN® DECKING, ELEMENTS® DECKING, ELEMENTS® DOCKBOARD, EVERGRAIN® DESIGNER RAILING SYSTEM, EVERGRAIN® TRADITIONAL RAILING AND TAM-RAIL® RAILING SYSTEM 25- YEAR LIMITED WARRANTY

In this Limited Warranty certain capitalized words have specific meanings:
“TAMKO” means TAMKO Building Products, Inc.
“Term” means the period of time the Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for a period of twenty-five (25) years.
“Products” means the TAMKO EVERGRAIN Decking, ELEMENTS Decking, ELEMENTS DockBoard, EVERGRAIN Designer Railing System, EVERGRAIN Traditional Railing, or the TAM-RAIL Railing System purchased from a TAMKO authorized dealer.
“Owner” means the owner of the real estate at the time the Products are installed on that real estate. If you purchase a new residence and are the first person to occupy the residence, TAMKO will consider you to be the Owner if the Products are installed as part of the construction of that residence.
“Purchase” means the retail purchase of the Products.

Limited Warranty: TAMKO warrants to the Owner that if, during the warranty Term, the Products rot, decay, split, check, splinter, or suffer termite damage as a direct result of a manufacturing defect, TAMKO will provide the Owner with either (1) a replacement for the Products determined to be defective, or (2) a refund of the original purchase price of the Products determined to be defective. The decision to provide replacement products or a refund, as outlined in the previous sentence, is at the sole discretion of TAMKO. Products located in higher traffic areas may show wear earlier than other areas. Dragging objects across the Products may cause surface scratches. Color variation occurs naturally in the manufacturing process and as with natural lumber should be expected. Surface wear, scratches and color variation are not defects and are not covered by this Limited Warranty. Determination of the suitability and safety of any particular use or application of the Products is solely the responsibility of the Owner. Building code regulations vary from area to area. The Owner should consult local building and safety codes for specific requirements.

TAMKO is not responsible for the cost of labor for installing replacement products. TAMKO is not responsible for the cost of any materials other than the replacement products (as provided herein) including without limitation, sub-structure, supporting structure, etc. TAMKO is not responsible for the cost of removing or disposing of Products which are to be replaced. Replacement products will be warranted only for the remainder of the original Term. Tender of payment shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

Notification to TAMKO: The Owner must notify TAMKO by certified mail at P.O. Box 1404, Joplin, Missouri 64802 of any claims under this Limited Warranty within thirty (30) days following discovery. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

Right of Inspection and Claim Processing: TAMKO shall have a reasonable time after notification to inspect the Products. The Owner shall provide TAMKO with reasonable access to the 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 Products and samples of the 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 sample Products [if requested] or photographs 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 up to ninety (90) days after receipt of notification to process the Owner’s claim.

Exclusions from Coverage:

TAMKO shall not be liable under any circumstance for:

1. Faulty or improper application of the Products, not installed in accordance with TAMKO’s written Installation Instructions, or damages resulting from such causes.
2. Use of 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. Removal, reinstallation or disposal of any 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, natural efflorescence are not covered in this warranty unless otherwise stated in this Limited Warranty.
6. Staining or discoloration due to foreign substances including, but not limited to dirt, oil, grease, oil, harsh chemicals found in cleaners not approved for use in TAMKO’s written care and cleaning instructions for Products.
7. Environmental conditions including, but not limited to, air pollution, mold and mildew.
8. Damages resulting from Acts of God (including, but without limitation, lightning, wind, hurricane, tornado, hail, flooding or other violent storm or casualty).
9. Damage to Products caused by movement, distortion, collapse or settling of the ground.
10. Damage caused by improper handling, shipment and/or storage of the Products.
11. Damage caused by neglect, abuse, misuse or improper upkeep and maintenance.
12. Damage caused by factors that are beyond the control of TAMKO. The serviceable life of the Products 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.

Transferability: 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 Products are installed (a “Purchaser”). The transfer must occur simultaneously with the sale of the real estate. To transfer this Limited Warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Owner and the Purchaser, the address of the real estate upon which the Products are installed, the date the Products were installed, and the date of the transfer. The Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser during the first five (5) years of the Term, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person 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 Products are installed shall immediately terminate all liability of TAMKO, all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose.

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN “ACTION”) BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO’S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCTS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT adr.com OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802 WITHIN THE TIME PERIOD PRESCRIBED BELOW.

LEGAL REMEDIES: EXCEPT WHERE PROHIBITED BY LAW THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (WHETHER TO THE PURCHASER, OWNER OR THIRD PARTIES), PROPERTY DAMAGE, AND/OR LOSS OF BUSINESS OR PROFIT. 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. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION RELATING TO OR ARISING OUT OF THE PRODUCTS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, 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 LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU.