

TIMMDEK®

This certifies that _____ purchased

on, _____ 20____ from *Timmdek®* (Pty) Ltd

Registration Number: 2020/922648/07
5 station road
7441 Montague gardens,
Cape Town,
South Africa

Owner's name and surname: _____

Owner's phone number: _____

Address where product is installed: _____

Installer's name & surname: Installer's

phone number: _____

Date of installation: _____

Product name and description: Colour: _____

Installer's signature _____ Finish: _____

Owner's signature: _____

THE ROCKIES LIMITED WARRANTY CERTIFICATE CAPPED WPC AND TRADITIONAL WPC

Timmdek® (herein after "*Timmdek®*") warrants to the original purchaser ("Purchaser") that, for the period of time set forth in the following sentence, under normal use and service conditions, *Timmdek®* products shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termite decay. For **ROCKIES** products the term of such warranty shall be twenty-five (25) years from the date of original purchase for a residential application, and fifteen (15) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application. If a defect occurs within the warranty period, Purchaser shall notify *Timmdek®* in writing and, upon confirmation by an authorised timmdek representative of the defect, *Timmdek®*'s sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation and delivery).

For purposes of this warranty, a "residential application" shall refer to an installation of the Product on an individual residence, and a "commercial application" shall refer to any installation of the Product other than on an individual residence.

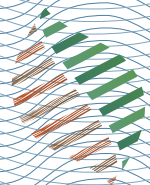
THIS WARRANTY SHALL NOT COVER AND *Timmdek®* SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE *Timmdek®* PRODUCTS OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.

With respect to residential and commercial applications, this warranty is not transferable.

1. *Timmdek®* does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:
2. Improper installation of *Timmdek®* products and/or failure to abide by *Timmdek®*'s installation guidelines, including but not limited to improper gapping.
3. Use of Products beyond normal use, or in an application not recommended by the *Timmdek®* installation guidelines and local building codes.
4. Movement, distortion, collapse or setting of the ground or the supporting structure on which the Products are installed.
5. Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.) or staining from foreign substances (such as dirt, grease, oil, etc.).
6. Variations or changes in colour of Products.
7. Improper handling, storage, abuse or neglect of Products by Purchaser, the transferrer or third parties.
8. Any fasteners not supplied by *Timmdek®*.
9. Ordinary wear and tear.
10. Damage caused by harsh or corrosive chemicals or cleaning agents, such as abrasive compounds, paints or stains, solvents, metallic rust, strong acids, or strong bases including alkalis including cementitious substances.
11. Staining from substances that are not normally used in a household or office, for example: grease, oil, bitumen, rubber, or ink.
12. Staining caused by exposure to unfixed pigments or unfixed dyes, such as those in fabrics, carpets and mats, book covers, magazines, newspaper and plastics.
13. Damage caused by failure to properly and promptly cleaned as specified in *Timmdek®* products cleaning and care guide.
14. Damage caused by furniture with sharp edges or improper castor wheels placed on your *Timmdek®* product.

No person or entity is authorized by *Timmdek®* to make and *Timmdek®* shall not be bound by any statement or representation as to the quality or performance of *Timmdek®* products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by *Timmdek®* and Purchaser.

UNDER NO CIRCUMSTANCES WILL *Timmdek®* BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND *Timmdek®*'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.



TIMMDEK®

This warranty gives you specific legal rights, and you may also have other rights that vary from Country to Country, State to State or Province to Province.

By purchasing your **Timmdek®** ROCKIES product, you agree that you are bound by the terms, conditions and limitations of this warranty.

NOTIFICATION OF A CLAIM

In the event that you believe your installed Rockies product to be defective, please go to www.timmdek.com and complete the warranty claim form. You will be required to submit evidence of purchase (such as a tax invoice), pictures of the affected products, and a detailed description within thirty (30) days following the discovery of the issue. If you fail to notify **Timmdek®** of a product failure in time, all obligations of **Timmdek®** under this limited warranty and all applicable implied warranties and conditions shall terminate.

You will receive confirmation of receipt from **timmdek** upon submission of your warranty claim. When a claim is submitted, it must be evaluated using evidence gathered where the product is installed. It may be necessary to gather additional information from the installation site following the initial complaint. Upon accepting this warrant, you agree to assist **Timmdek®** in processing your claim throughout the entire process. Failure to assist, including but not limited to preventing the warranty claim from being investigated or adjudicated, will result in termination of this limited warranty. If a valid warranty claim is approved, **Timmdek®** will have a reasonable time after the approval to finalise your claim, or to implement a reasonable corrective action. Should you not want to comply with the reasonable corrective action, the warranty will be voided.

No warranty claim can be entertained if the **Timmdek®** product is removed from the site of the failure or altered before an assessment and subsequent adjudication can take place. Upon confirmation of a valid warranty claim, **timmdek**, at its sole discretion, replace the defective product or refund a portion of the purchase price paid by the purchaser for such defective product prorated as per the warranty schedule applicable for the application.

Replacement material will be as close as possible in colour, design and quality to the original material as reasonably possible. However, **Timmdek®** cannot guarantee an exact match as colours and designs may change.

SEVERANCE AND RECONSTRUCTION OF CLAUSES

If any clause of this warranty is invalid or unenforceable, it does not cause this warranty to become invalid or unenforceable as a whole. And invalid or unenforceable clause will be reconstructed to give the closest possible effect to the original clauses possible in law in your jurisdiction.

CLASS ACTION WAIVER

Except as otherwise prohibited by applicable law, you and **Timmdek®** agree that any action between the parties to litigate a dispute arising from or related to the **Timmdek®** product or this warranty will be conducted solely on an individual basis, and neither party will consolidate, or seek class treatment for any action unless previously agreed to in writing by you and **Timmdek®**.

THE ROCKIES LIMITED WARRANTY CERTIFICATE

CAPPED WPC AND TRADITIONAL WPC



TIMMDEK® CAPPED

25 YEAR - LIMITED RESIDENTIAL WARRANTY

10 YEAR - LIMITED COMMERCIAL WARRANTY

YEAR OF CLAIM	RECOVERY
0 - 5	100%
6 - 10	70%
11 - 15	40%
16 - 20	20%
21 - 25	10%

NON-CAPPED

15 YEAR - LIMITED RESIDENTIAL WARRANTY

5 YEAR - LIMITED COMMERCIAL WARRANTY

YEAR OF CLAIM	RECOVERY
0 - 3	100%
4 - 6	70%
7 - 9	40%
10 - 12	20%
13 - 15	10%