

20 YEAR WARRANTY

NUSKU PARTNER, HEREINAFTER "WARRANTOR", WARRANTS THAT TROPIDECK, WHEN (1) ORIGINALLY PURCHASED FROM AN AUTHORIZED TROPIDECK DEALER, (2) INCORPORATED INTO A RESIDENTIAL STRUCTURE, AND (3) INSTALLED IN ACCORDANCE WITH NUSKU PARTNERS INSTALLATION GUIDELINES WILL NOT FAIL DUE TO ROT OR SUFFER STRUCTURAL DAMAGE FROM TERMITES OR FUNGAL DECAY FOR A PERIOD OF 20 YEARS FROM THE DATE OF SUCH ORIGINAL PURCHASE. PURCHASER'S SOLE REMEDY FOR ANY CLAIM WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY, ARISING FROM THE PURCHASE OR USE OF TROPIDECK, INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT TROPIDECK FAILED TO PERFORM AS WARRANTED ABOVE, SHALL BE REPLACED WITH SUBSTITUTE TROPIDECK. TO OBTAIN REPLACEMENT, THE ORIGINAL OWNER MUST SEND: (1) THIS WARRANTY CARD; AND (2) THE ORIGINAL PURCHASE RECEIPT OR INVOICE INDICATING THE DATE OF PURCHASE FROM AN AUTHORIZED TROPIDECK DEALER BY THE ORIGINAL OWNER OF A PROFESSIONAL CONTRACTOR ON BEHALF OF THE ORIGINAL OWNER, AND SHOWING THE PURCHASE OF AT LEAST THE AMOUNT OF TROPIDECK CLAIMED TO HAVE SUFFERED DAMAGE. THIS DOCUMENTATION SHOULD BE SENT TO THE WARRANTOR AT: 4501 BRICKELL PRIVADO, ONTARIO, CA 91761. ANY SUBSEQUENT OWNER OF THE RESIDENTIAL STRUCTURE CONTAINING THE TROPIDECK COVERED BY THIS LIMITED WARRANTY MUST NOTIFY NUSKU PARTNERS, WITHIN 30 DAYS OF THE TITLE TRANSFER WITH DOCUMENTATION OF OWNERSHIP CHANGE.

WARRANTOR DOES NOT WARRANT THAT, AND PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER TROPIDECK MEETS ANY APPLICABLE SAFETY, BUILDING CODE, HEALTH, OR OTHER APPLICABLE CODES OR REGULATION. WARRANTOR SHALL NOT BE LIABLE FOR INSTALLATION OR REINSTALLATION COSTS OR FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF PURCHASER'S PURCHASE OR USE OF TROPIDECK.

NO PERSON OR ENTITY IS AUTHORIZED BY WARRANTOR TO MAKE AND WARRANTOR SHALL NOT BE BOUND BY ANY STATEMENT OR REPRESENTITIVE AS TO THE QUALITY OR PERFORMANCE OF TROPIDECK OTHER THAN THOSE CONTAINED IN THIS WARRANTY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO TROPIDECK, AND THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NOT ORAL PROMISES OF REPRESENTATION COLLATERAL TO OR AFFECTING THIS WARRANTY AND IT MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY BOTH WARRANTOR AND PURCHASER. THE FOREGOING WARRANTIES MAY NOT APPLY IN THOSE STATES THAT DO NOT PERMIT LIMITATIONS ON HOW LONG ANY IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS VALID ONLY IN 48 CONTIGUOUS STATES. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. IN ADDITION, YOU MAY HAVE OTHER RIGHTS THAT WILL VARY FROM STATE TO STATE.

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