



# IPE INTERLOCKING DECK TILES

## LIMITED RESIDENTIAL WARRANTY

Archatrak Inc. warrants to the original residential purchaser that its 'SwiftDeck' interlocking Ipe wood deck tiles shall be free from material defects in workmanship and materials, under normal use and service conditions, for a period of ten (10) years from the date of original purchase. For the purposes of this warranty, a "residential purchaser" shall refer to an individual residential homeowner.

If a residential purchaser makes a valid warranty claim hereunder during years six (6) through ten (10) after the original purchase, then the residential purchaser's recovery will be prorated as indicated by the chart below. If Archatrak is providing replacement materials, it may elect to replace the percentage listed of tiles otherwise meeting the requirements for a claim; if Archatrak is refunding the purchase price, it may elect to refund the percentage listed of the purchase price of the tiles otherwise meeting the requirements for a claim.

Year of claim	6	7	8	9	10
Recovery	60%	50%	40%	30%	20%

If a defect appears within the warranty period, you must notify Archatrak in writing by sending a full and complete description of the claimed defect together with proof of purchase to the following address:

Archatrak Inc., 1288 N 14th Ave., Unit 105, Bozeman MT 59715

After confirmation by an authorized Archatrak representative of the defect, Archatrak sole responsibility shall be, at its option, to either replace the defective item or refund that portion of the purchase price paid by you for the defective item (not including the cost of its initial installation).

This warranty shall not cover and Archatrak shall not be responsible for costs and expenses incurred with respect to the removal of defective Archatrak products or the installation of replacement materials, including but not limited to, labor and freight. Archatrak does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to:

- I. Improper installation of Archatrak products and/or failure to abide by Archatrak installation guidelines, including but not limited to failure to install the tiles on a solid, flat surface or a surface that is not properly drained.
- II. Any cracking, breakage, or other damage occurring during or after installation.
- III. Use of Archatrak products in an application not recommended by Archatrak's guidelines and local building codes.
- IV. Movement, distortion, collapse or cracking of the surface or the supporting structure on which Archatrak products are installed;
- V. Any act of God (such as flood, hurricane, earthquake, lightning, fire, et al), environmental condition (such as air pollution, mold, mildew, et al), or staining from foreign substances (such as dirt, grease, oil, et al).
- VI. Natural imperfections or variations in the wood.
- VII. Natural weathering of the wood including but not limited to fading of the wood
- VIII. Improper handling, storage, abuse or neglect of the Archatrak products.
- IX. Ordinary wear and tear.

You are solely responsible for determining the effectiveness, fitness, suitability and safety of the Archatrak products in connection with its use in any particular application. No person or entity is authorized by Archatrak to make any statement or representation as to the quality or performance of Archatrak products other than as contained in this warranty and Archatrak shall not be bound by any such statements or representations. This warranty may not be altered or amended except by means of a written document signed by both Archatrak and yourself.

UNDER NO CIRCUMSTANCES WILL ARCHATRAK BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. ARCHATRAK'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.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada

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