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## **Black Label™ Decking LIMITED WARRANTY**

Tropical Forest Products (TFP), hereafter "Warrantor", warrants that Black Label Decking

- When originally purchased directly or from TFP or an authorized Black Label Decking distributor, dealer or contractor.
- When used in combination with Black Label™ Pro Deck Clips and Fasteners.
- When TFP has been paid in full for the purchase of the Decking Product,
- When used in normal residential and commercial applications and service conditions,
- When the surface to which the Decking Product is installed has been properly prepared and the Mounting System has been installed properly and in accordance with TFP Black Label™ installation guidelines, including, without limitation, proper application and use of all fasteners, barriers, flashings, sealers and coatings.,
- When no alterations have been made to the Decking Product without the prior written approval of TFP,
- When the Black Label Decking Product has been installed with proper unobstructed airflow,
- When the grade of the decking is Black Label™ Premium Select Architectural Grade,
- When specified in a dimension appropriate for the application and load requirements,

will be free from mechanical failure due to rot from the date of completion of the product installation for a period of  
25 years for Class 1 Durability rated wood species  
15 years for Class 2 Durability rated wood species

Wood, a product of nature assimilates the moisture content of its environment and may swell, shrink, and otherwise change shape as moisture content conditions change. TFP supplies Kiln Dried wood decking materials to a moisture content consistent with generating stability at an equilibrium moisture content between 12 and 16% and Air Dried wood decking materials to a moisture content between 18 and 25%. It is the sole responsibility of the designer to determine the suitability of the decking species, grade, required moisture content, dimension and finishes for the conditions in which it is being installed, including but not limited to the location, climate and application.

This warranty does not cover and Tropical Forest Products shall not be liable for the following...

- Damage caused by natural change in physical properties of the decking.
- Swelling, Shrinking, cupping, splitting, and shakes that result from changes in environmental conditions including but not limited to changes in moisture equilibrium, sunlight, moisture, wind or any other environmental condition natural or unnatural.
- Defects or failures of the decking fasteners or any other materials used in the deck construction other than the decking itself..
- Damage to the decking product resulting from an unstable substructure, improper design and/or improper installation by any third party.



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- Any and all, in ground, contact or submersed applications of the decking products.
  - Any claims made later than 5 days after first notice of mechanical failure. .
  - Any claims where owner has not secured a third party licensed design professionals determination of suitability of the decking for the intended application.

Warrantor does not warrant that, and Purchaser is solely responsible for, determining whether the decking products, fasteners and any and all other building materials used in conjunction with the deck construction meet the requirements of any applicable design, safety code or similar regulation. Warrantor shall not be liable for installation, removal, reinstallation, equipment, disposal, freight, labor, profits, revenues, down time, demurrage, detention, repair, inconvenience, costs or for any indirect, punitive, exemplary or consequential damages of any kind whatsoever including but not limited to personal liability, injury or death.

Tropical Forest Products, its agents, employees or contractors reserve the right to inspect the installation, products and applications. Purchaser's sole remedy for any claim whatsoever, whether in contract, warranty, tort, or strict liability, arising from the use, storage or possession of Black Label™ Decking including without limitation any claim that Black Label™ Decking failed to perform as warranted above, shall only be the replacement of the specific decking or portion of decking that were affected.

No person or entity is authorized by Warrantor to make, and Warrantor shall not be bound by, any statement of representation as to the quality or performance of Black Label™ Decking other than contained in this warranty.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES WITH RESPECT TO BLACK LABEL™ DECKING, AND THERE ARE NO OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IS NON-TRANSFERABLE.

To initiate the claim process, the owner must send this warranty certificate, along with the original purchase invoice indicating the date, product code purchased from an authorized Black Label™ wholesaler, dealer or professional contractor directly to Tropical Forest Products. Claims Department.

There are no oral promises or representations collateral to or affecting this warranty and it may not be altered except in a written instrument signed by both Warrantor and Purchaser. Some states do not allow limitation on how long any implied warranty lasts and/or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty is only valid in the U.S. and Canada. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.



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