

TROPICAL

Tropical Forest Products Pedestal Warranty STANDARD PRODUCT WARRANTY

Subject to the terms, conditions, and limitations stated below, Tropical Forest Products ("TFP") warrants that the Tropical Forest Products Elevation™ Pedestal Supports with Eterno™ Technology ("Product") are free from manufacturing defects at the time of sale. TFP further warrants the Product will not prematurely deteriorate because of weathering for a period of ten (10) years from date of sale. This Product Warranty applies only to the Product and does not apply to labor, materials or construction details. If upon inspection by TFP the Product is found to be defective, TFP may provide a replacement Product or a substitute at its sole discretion.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide TFP with written notice within 5 (five) days of the discovery of any alleged defects in the Product. Owner should send the written notice of defects to TFP at 6200 Tomkin Rd. Mississauga ON CA L5T 1X7
2. If upon TFP inspection, TFP determines that the defect in the Product is caused by material deficiencies, except as provided in Paragraphs No. 3 and No. 4, Owner's remedies and TFP's liability shall be limited to TFP's replacement of the Product or its equal, at TFP's sole discretion.
3. This Warranty shall not be applicable if, upon TFP's inspection, TFP determines that any of the following has occurred:
 - (a) The Product is damaged by natural disasters, including, but not limited to, lightning, fire, hail, earthquake, tornado, hurricanes, and gales; or
 - (b) The Product is damaged by any acts of negligence, accidents or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war; or
 - (c) Product not furnished by TFP is used and fails or causes defects in TFP Product; or
 - (d) Deterioration or failure of building components, including, but not limited to, the roof deck, metal roof components, walls, mortar, machinery, HVAC units, etc., occurs and causes damage; or
 - (e) Deterioration or failure of the Product caused by, including, but not limited to, harmful gases in insulations, defects or harmful substances in insulations or other underlying materials; or
 - (f) Usage or spillage of material or substance not compatible with the Product, including, but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which come in contact with the Product and causes deterioration.
4. This Warranty shall be null and void if either of the following occurs:
 - (a) Owner fails to comply with all the terms or conditions stated herein.
5. TFP shall have no obligation under this Warranty unless all the bills for the Product have been paid in full.
6. TFP's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.
7. This Warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.
8. No representative of TFP has authority to make any representations or promises except as stated herein.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE PRODUCTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. THUS A SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW WHATSOEVER.