# TROPICAL

**Tropical Forest Products**
**RAIN SCREEN LIMITED WARRANTY**

Tropical Forest Products (TFP)., hereafter "Warrantor", warrants that Tropical Forest Products  Rain Screen Cladding,

- • When originally purchased directly or from TFP or an authorized TFP™ dealer.
- • When used in normal residential and commercial applications and service conditions.
- • When installed and maintained in accordance with Black Label Rain Screen™ Best Practices.

will not suffer structural damage from insect infestation (excluding termites) or fungal decay for a period of
Tropical Forest Products  Rain Screen Class 1 Durable Species – 25 years
Class 2 Durable Species – 15 years

from the date of the original consumer purchase from TFP or an authorized Tropical Forest Products  dealer. Tropical Forest Products reserves the right to have a representative inspect the material.  Purchaser's sole remedy for any claim whatsoever, whether in contract, warranty, tort, or strict liability, arising from the use, storage or possession of Tropical Forest Products Rain Screen including without limitation any claim that Tropical Forest Products Rain Screen failed to perform as warranted above, shall only be the replacement of the specific Tropical Forest Products Rain Screen boards that were affected.

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 Tropical Forest Products Rain Screen beyond control of the Warrantor;
Damage to Tropical Forest Products Rain Screen resulting from an unstable substructure, improper design and/or improper installation by any third party;
Any damage to the substructure to which the Tropical Forest Products Rain Screen System is being applied of any kind. Any damage to sealants, stains, paints, varnishes or finishes of any kind.
Any damage of failure caused by the improper use of sealants, stains, paints, varnishes or wood cleaners.
Any and all costs associated with delivery, installation, removal, or disposal of Tropical Forest Products Rain Screen. Any and all in, ground contact or submersed applications of Black Label Rain Screen.

Warrantor does not warrant that, and Purchaser is solely responsible for, determining whether Tropical Forest Products  Rain Screen meets the requirements of any applicable safety code or similar regulation. Warrantor shall not be liable for installation, removal or reinstallation costs or for any indirect, punitive, exemplary of consequential damages of any kind whatsoever.

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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 Tropical Forest Products Rain Screen other than contained in this warranty.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES WITH RESPECT TO Tropical Forest Products RAIN SCREEN, AND THERE ARE NO OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEW HAMPSHIRE, AND ANY CLAIM ASSERTED UNDER THIS WARRANTY MUST BE PURSUED EXCLUSIVELY IN THE COURTS OF THE STATE OF FLORIDA.

To initiate the claim process, the owner must send this warranty certificate, along with the original purchase invoice indicating the date purchased from an authorized Tropical Forest Products dealer or 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 buyer.  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 contiguous 48 states.  This warranty gives you specific legal rights and you may also have other rights which vary from state to state.