



# Decking and Railing Limited Warranty

EverGrain® Decking

Elements® Decking

Elements® Dockboard

EverGrain® Designer Railing System

EverGrain® Traditional Railing

Tam-Rail® Railing System

**TAMKO**<sup>®</sup>  
BUILDING PRODUCTS



This certifies that

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purchased

- EVERGRAIN® Decking 240-Month (20-Year) Limited Warranty
- ELEMENTS® Decking 180-Month (15-Year) Limited Warranty
- ELEMENTS® DockBoard 180-Month (15-Year) Limited Warranty
- EVERGRAIN® Designer Railing System 240-Month (20-Year) Limited Warranty
- EVERGRAIN® Traditional Railing 240-Month (20-Year) Limited Warranty
- TAM-RAIL® Railing System 300-Month (25-Year) Limited Warranty

on

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TAMKO Decking and Railing Products  
come with a

## Limited Warranty

from

**TAMKO Building Products, Inc.**

P.O. Box 1404

Joplin, Missouri 64802

1-800-641-4691

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Contractor/Company

Date of Installation

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Street Address

Color Installed

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City, State, ZIP

Phone

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Contractor's Signature

Keep this Limited Warranty information along with your contractor receipt for your records.

This Limited Warranty may be transferred by the Owner one (1) time during the first five (5) years of the Term to a Purchaser of the real estate upon which the Products are installed. The transfer must be performed in accordance with the paragraph entitled "Transferability." No other transfers are permitted.

## Decking and Railing Limited Warranty

**THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES AND THE FOLLOWING CANADIAN PROVINCES: BRITISH COLUMBIA, ALBERTA, ONTARIO, SASKATCHEWAN, MANITOBA AND NEW BRUNSWICK. ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EVERGRAIN® DECKING, ELEMENTS® DECKING, ELEMENTS® DOCKBOARD, EVERGRAIN® DESIGNER RAILING SYSTEM, EVERGRAIN® TRADITIONAL RAILING AND TAM-RAIL® RAILING SYSTEM LIMITED WARRANTY.**

In this Limited Warranty certain capitalized words have specific meanings:

**"TAMKO"** means TAMKO Building Products, Inc.

**"Term"** means the period of time the Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1.

**"Products"** means the TAMKO EVERGRAIN Decking, ELEMENTS Decking, ELEMENTS DockBoard, EVERGRAIN Designer Railing System, EVERGRAIN Traditional Railing, or the TAM-RAIL Railing System purchased from a TAMKO authorized dealer.

**"Owner"** means the owner of the real estate at the time the Products are installed on that real estate. If you purchase a new residence and are the first person to occupy the residence, TAMKO will consider you to be the Owner if the Products are installed as part of the construction of that residence.

**"Purchase"** means the retail purchase of the Products.

**"Full Start Period"** means the initial period of the Term during which TAMKO's obligation is not prorated. The Full Start Period begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1.

**"Maximum Obligation"** means the obligation of TAMKO described in the paragraphs titled "TAMKO Full Start Period" and "After the Full Start Period," whichever is applicable.

**"Labor Payment Certificate"** means a certificate issued by TAMKO that may be redeemed to pay some or all of the reasonable cost of labor for replacing the affected Products according to this Limited Warranty.

**"Material Certificate"** means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement product of the same type and color as the Products which are being replaced. If the replacement product of the same type or color is not available, the Material Certificate will be for the closest TAMKO substitute available.

**TABLE 1**

Product	Term	Full Start Period
EVERGRAIN Decking	20 Years	5 Years
ELEMENTS Decking	15 Years	3 Years
ELEMENTS DockBoard	15 Years	5 Years
EVERGRAIN Designer Railing	20 Years	5 Years
EVERGRAIN Traditional Railing	20 Years	5 Years
TAM-RAIL Railing System	25 Years	5 Years

**TAMKO Full Start Period:** If, during the Full Start Period, the Products that have been installed in strict accordance with the applicable application instructions (available at evergrain.com, elementsdecking.com, tam-rail.com or tamko.com, or by calling 1-800-641-4691) are determined to have excessive degradation, split, check, splinter or suffer termite damage as a direct result of a manufacturing defect, TAMKO will provide the Owner with a Material Certificate for replacement products for the Products determined to be defective and a Labor Payment Certificate that may be used to pay the reasonable cost of installing replacement product (excluding removal or disposal of Products), according to the terms of this Limited Warranty. This is TAMKO's Maximum Liability during the Full Start Period.

**After TAMKO's Full Start Period:** If, after the end of the Full Start Period, the Products that have been installed in strict accordance with the applicable application instructions (available at evergrain.com, elementsdecking.com, tam-rail.com or tamko.com, or by calling 1-800-641-4691) are determined to have excessive degradation, split, check, splinter or suffer termite damage as a direct result of a manufacturing defect, TAMKO's obligation is limited to providing the Owner with a Material Certificate for replacement products for the Products determined to be defective. The quantity of the replacement product will be prorated over the Term of this Limited Warranty. This is TAMKO's Maximum Liability after the end of the Full Start Period. TAMKO is not responsible for the cost of labor for installing the replacement materials after the end of the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 80 months remain on the Term in a 240-month Term, TAMKO's Maximum liability is to provide a Material Certificate for one-third of the replacement product. The remaining cost shall be the responsibility of the Owner. Products located in higher-traffic areas may show wear earlier than other areas. Dragging objects across the Products may cause surface scratches. Color variation occurs naturally in the manufacturing process and, as with natural lumber, should be expected. Surface wear, scratches, minor degradation and color variation are not defects and are not covered by this Limited Warranty. Determination of the suitability and safety of any particular use or application of the Products is solely the responsibility of the Owner. Building code regulations vary from area to area. The Owner should consult local building and safety codes for specific requirements.

TAMKO is not responsible for the cost of labor for installing replacement products unless otherwise stated in this Limited Warranty. TAMKO is not responsible for the cost of any materials other than the replacement products (as provided herein) including without limitation, substructure, supporting structure, fasteners,

etc. TAMKO is not responsible for the cost of removing or disposing of Products which are to be replaced. Replacement products will be warranted only for the remainder of the original Term. Tender of a material certificate (and if claim is made during the full start period, a labor certificate) shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

**Notification to TAMKO:** The Owner must notify TAMKO by certified mail at P.O. Box 1404; Joplin, Missouri 64802-1404 of any claims under this Limited Warranty within thirty (30) days following discovery. The notice must include documentary proof of Purchase. Failure of the Owner to notify TAMKO as provided herein shall extinguish all liability of TAMKO under this Limited Warranty and all applicable implied warranties.

**Right of Inspection and Claim Processing:** TAMKO shall have a reasonable time after notification to inspect the Products. The Owner shall provide TAMKO with reasonable access to the Products for purposes of inspection. If requested by TAMKO, the Owner must complete and deliver to TAMKO, at the Owner's expense, a warranty questionnaire, photographs of the Products, proof of purchase of the Product, and samples of the Products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the owner fails or refuses to cooperate in TAMKO's investigation of the claim (such as by failing to provide sample Products [if requested], proof of purchase, photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have up to ninety (90) days after receipt of notification to process the Owner's claim.

**Exclusions from Coverage:** TAMKO shall not be liable under any circumstance for:

1. Faulty or improper application of the Products, not installed in strict accordance with TAMKO's written Installation Instructions, or damages resulting from such causes.
2. Use of Products in applications not permitted by applicable building codes.
3. Damage to any building or supporting structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
4. Removal, reinstallation or disposal of any Products, or for any costs associated with such, including labor, freight or taxes, unless otherwise stated in this Limited Warranty.
5. Variations in uniformity of color. Variations or natural changes in color, weathering, color fading and natural efflorescence are not covered unless

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otherwise stated in this Limited Warranty.

6. Staining or discoloration due to foreign substances including, but not limited to, dirt, oil, grease and harsh chemicals found in cleaners not approved for use in TAMKO's written care and cleaning instructions for Products.
7. Environmental conditions including, but not limited to, air pollution, mold and mildew.
8. Damages resulting from Acts of God (including, but without limitation, lightning, wind, hurricane, tornado, hail, flooding or other violent storm or casualty).
9. Damage to Products caused by movement, distortion, collapse or settling of the ground, building or supporting structure.
10. Damage caused by improper handling, shipment and/or storage of the Products.
11. Damage caused by neglect, abuse, misuse or improper upkeep and maintenance.
12. Damage caused by factors that are beyond the control of TAMKO.

The serviceable life of the Products is affected by several factors, such as quality of installation, maintenance and normal wear and tear. These are all factors beyond TAMKO's control and for which TAMKO makes no warranty.

**Transferability:** The Owner may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a purchaser of the real estate upon which the Products are installed (a "Purchaser"). The transfer must occur simultaneously with the sale of the real estate. To transfer this Limited Warranty, the Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Owner and the Purchaser, the address of the real estate upon which the Products are installed, the date the Products were installed, and the date of the transfer. The Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser during the first five (5) years of the Term, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the real estate on which the Products are installed shall immediately terminate all liability of TAMKO, all warranties contained herein or hereunder and any applicable implied warranties, including warranties of merchantability and fitness for a particular purpose.

**MANDATORY BINDING ARBITRATION:** EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER, INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN "ACTION") BETWEEN YOU AND TAMKO (INCLUDING ANY OF TAMKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCTS, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT [adr.org](http://adr.org) OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404; JOPLIN, MISSOURI 64802 WITHIN THE TIME PERIOD PRESCRIBED BELOW.

**LEGAL REMEDIES:** EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A

**PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF TAMKO BUILDING PRODUCTS, INC. IN NO EVENT SHALL TAMKO BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (WHETHER TO THE PURCHASER, OWNER OR THIRD PARTIES), PROPERTY DAMAGE AND/OR LOSS OF BUSINESS OR PROFIT.** SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION RELATING TO OR ARISING OUT OF THE PRODUCTS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS OR IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF, EXPIRE ONE (1) YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY ACTION BROUGHT BY YOU AGAINST TAMKO WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH TAMKO AND YOU. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR TAMKO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCTS EXCEPT AS DESCRIBED HEREIN.

**IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNINSTALLED MARKETABLE PRODUCTS TO THE TAMKO AUTHORIZED DEALER WHO ORIGINALLY SOLD YOU THE PRODUCTS FOR A REFUND ON THE RETURNED PRODUCTS.**

**THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY APPLIES TO PRODUCTS PURCHASED ON OR AFTER MARCH 1, 2010, TO THE EXTENT ANY WOULD APPLY TO THIS PRODUCT, AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES TO THE EXTENT ANY WOULD APPLY TO THIS PRODUCT.**

**Installation Instructions:** Printed instructions on how to install TAMKO's EVERGRAIN Decking, ELEMENTS Decking, ELEMENTS DockBoard, EVERGRAIN Designer Railing System, EVERGRAIN Traditional Railing and TAM-RAIL Railing Systems are available upon request. Call 1-800-641-4691 or visit one of our web sites at [tamko.com](http://tamko.com), [evergrain.com](http://evergrain.com), [elementsdecking.com](http://elementsdecking.com) or [tam-rail.com](http://tam-rail.com).

**IMPORTANT:** Failure to properly install the Products according to manufacturer's application instructions and building codes may result in an unsafe railing system and will affect coverage under this Limited Warranty.



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To obtain a copy of the most current version of this Limited Warranty, visit us online at [tamko.com](http://tamko.com) or call us at 800-641-4691.

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