

LIMITED WARRANTY

Archatrak Inc. (hereinafter referred to as "Archatrak") warrants to the original purchaser that its structural Ipe wood deck tiles shall be free from material defects in workmanship and materials for a period of three (3) years from the date of original purchase, under normal use and service condition. Defects are defined as imperfections that impair the utility of the product for its normally accepted purpose.

If a defect appears within the warranty period, you must notify Archatrak in writing by sending a 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's 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 Ipe wood deck tiles 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:

- Improper installation of Ipe wood deck tiles and/or failure to abide by Archatrak's installation guidelines.
- Any non structural cracking, breakage, or other damage occurring during or after installation.
- Use of Ipe wood deck tiles in an application not recommended by Archatrak's guidelines and local building codes.
- Use of the tiles for other than pedestrian use. Use of wheeled or motorized traffic on the tiles will void the warranty
- Movement, distortion, collapse or cracking of the surface or the supporting structure on which the Ipe wood deck tiles are installed.
- 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).
- Natural imperfections or variations in the wood
- Natural weathering of the wood including but not limited to fading of the wood.
- 'Bleeding' or any other visible manifestation of factory applied wax or sealant used to suppress end grain checking.
- Improper handling, storage, abuse or neglect of Ipe wood deck tiles including but not limited to excessive weights being applied on the tiles.
- Ordinary wear and tear

You are solely responsible for determining the effectiveness, fitness, suitability and safety of the Ipe wood deck tiles 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.