

LIMITED WARRANTY

Synthetic Thatch Roofing for Tiki Huts and Chickee Huts

Issued by Tiki Huts Inc. (tikihuts.com) (“Tiki Huts,” “we,” “us,” or “our”)

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Please read this Limited Warranty carefully. It explains what is covered, what is not covered, what you must do to keep coverage in force, and how to submit a claim. By accepting delivery or installation of the Product, you acknowledge the terms below.

1. What This Warranty Covers

Tiki Huts warrants to the original purchaser (“you”) that the synthetic (artificial) thatch roofing material sold by Tiki Huts (the “Product”) will be free from manufacturing defects for a period of 20 years beginning on the date of original installation or, if the installation date cannot be established, the date of invoice (the “Material Warranty Period”), subject to all of the conditions, limitations, and exclusions in this document.

For purposes of this warranty, a “manufacturing defect” means the Product cracks, breaks, becomes brittle, delaminates, or disintegrates while in Normal Use, as a result of a flaw in the material or its manufacture.

“Normal Use” means use of the Product as a decorative roofing covering on a tiki hut, chickee hut, palapa, cabana, or similar structure that was installed in accordance with Tiki Huts’ installation guidelines, exposed only to ordinary weather conditions for its location, and maintained as described in Section 3.

2. What We Will Do

If Tiki Huts confirms a valid claim under this warranty, we will, at our sole option, either (a) provide replacement Product for the defective material, or (b) issue a partial refund. In either case, the value of the remedy is limited to the percentage below of the invoice price you paid for the defective Product only:

Year of Material Warranty Period in which defect is reported	Percentage of defective Product’s invoice price covered
Years 1 – 5	100%
Years 6 – 10	75%
Years 11 – 15	50%
Years 16 – 20	25%

- This warranty covers material only. Except as expressly provided in the Workmanship Warranty in Section 2A (if it applies), it does not cover labor; removal or disposal of existing material; reinstallation; shipping, freight, or delivery; travel; or sales and other taxes.
- If the original Product has been discontinued or is unavailable, Tiki Huts may supply a substitute product of similar type, quality, and value. Because synthetic thatch is produced in batches and weathers over time, we do not guarantee an exact match of color, texture, or appearance between replacement and existing material.

- Any replacement Product is warranted only for the time remaining in the original Material Warranty Period. Providing a remedy does not extend or restart the warranty.

2A. Workmanship / Installation Warranty

When the Product is installed by Tiki Huts or by a crew employed or contracted directly by Tiki Huts, Tiki Huts further warrants that the thatch installation will be performed in a good and workmanlike manner and will be free from defects in installation workmanship for 1 year from the date of completion of installation (the “Workmanship Warranty Period”).

If a defect in our installation workmanship (for example, thatch panels that come loose because they were improperly fastened by our crew) is reported in writing during the Workmanship Warranty Period and confirmed by us, we will, at our sole option, repair or re-secure the affected area or reinstall the affected material, including the related labor, at no charge to you. This Workmanship Warranty is subject to the conditions, exclusions (including Section 4, items (a) through (c)), claims process, and limitations in this document. It does not cover the structure’s framing, posts, or other components unless Tiki Huts separately agrees in writing, and it does not apply to any work performed by anyone other than Tiki Huts.

3. Conditions of Coverage

Coverage under this warranty applies only if all of the following conditions are met:

- **Proof of purchase.** You can provide the original Tiki Huts invoice or receipt showing the Product purchased and the purchase date.
- **Payment in full.** All amounts owed to Tiki Huts for the Product and any related installation work have been paid in full. No warranty coverage applies to unpaid or partially paid invoices.
- **Proper installation.** The Product was installed (i) by Tiki Huts, or (ii) by others in strict accordance with Tiki Huts’ current installation guidelines, including the specified fastening system, batten spacing, and fastener spacing, and in compliance with all applicable building codes and permit requirements.
- **Sound structure.** The Product was installed on a structurally sound frame with at least the minimum roof slope specified in Tiki Huts’ installation guidelines.
- **Ongoing maintenance.** The roof has been kept reasonably free of leaves, debris, and standing water; has been inspected at least once each year and after every major storm or high-wind event; and any loose, lifted, or displaced pieces have been promptly re-secured.
- **Original location.** The Product remains installed at the original installation site in the United States and has not been moved, removed, or reinstalled elsewhere.

4. What This Warranty Does Not Cover

This warranty does not cover, and Tiki Huts is not responsible for, any damage, failure, or loss caused by or related to any of the following:

- **(a) Wind and storms.** Winds exceeding 110 mph as tested under TAS 107; and any damage from hurricanes, tropical storms, tornadoes, named storms of any kind, or wind-borne debris, regardless of the wind speed actually recorded at the site.
- **(b) Fire and heat.** Fire, lightning, explosion, smoke, or exposure to heat sources, including grills, barbecues, outdoor kitchens, fireplaces, fire pits, tiki torches, patio heaters, chimneys, and flues.

- **(c) Other acts of nature and casualty.** Hail, flood, storm surge, earthquake, sinkhole or ground movement, and falling trees, limbs, or other objects.
- **(d) Installation by others.** Improper installation, or any installation performed by anyone other than Tiki Huts, including the purchaser or any third-party contractor. Tiki Huts is not responsible for the workmanship of installers it did not employ or directly contract.
- **(e) Structure and other materials.** Failure, movement, rot, settling, or deterioration of the hut structure, framing, posts, battens, or fasteners, or of any materials not supplied by Tiki Huts.
- **(f) Leaks.** Leaks or water penetration of any kind. Synthetic thatch is a decorative roof covering and is not warranted to be waterproof unless installed over a separate, properly installed waterproof underlayment, which is not covered by this warranty.
- **(g) Misuse and physical damage.** Misuse, abuse, impact, foot traffic, ladders or equipment placed on the roof, vandalism, or accidents.
- **(h) Alteration.** Cutting, modifying, painting, staining, coating, or applying any sealant or treatment to the Product not approved in writing by Tiki Huts.
- **(i) Improper cleaning and chemical exposure.** Pressure washing, solvents, bleach, harsh chemicals, salt water or salt spray applied by hosing or spraying, pool water, chlorine, or other pool or spa chemicals.
- **(j) Normal weathering.** Normal weathering, gradual fading, color change, or changes in sheen or appearance that occur over time with exposure to sun and the elements.
- **(k) Biological growth and staining.** Mold, mildew, algae, moss, lichen, or staining from any source, including tree sap, rust, and runoff.
- **(l) Animals.** Damage caused by birds, rodents, iguanas, insects, pets, or other animals.
- **(m) Special sales.** Samples, display or demonstration material, seconds, clearance items, or any Product sold “as is.”
- **(n) Related costs.** Labor, removal, reinstallation, shipping, permits, inspections, equipment rental, lifts, scaffolding, or any other costs associated with a claim, except labor expressly covered under the Workmanship Warranty in Section 2A.

5. How to Make a Claim

- **Written notice.** You must notify Tiki Huts in writing within thirty (30) days after you discover the claimed defect, and in all cases before the applicable warranty period ends. Send notice to: Tiki Huts Inc., 19401 SW 187 Ave, Miami, FL 33187, or by email to Chickeehuts@gmail.com. Questions may be directed to 305-259-0099, but a phone call does not by itself constitute written notice.
- **Required information.** Your claim must include: (i) a copy of the original invoice; (ii) the installation address and installation date; (iii) a description of the defect and the date you discovered it; (iv) clear photographs of the defect, the entire roof, and the installation details (fasteners and battens); and (v) the name and contact information of the installer, if other than Tiki Huts.
- **Inspection.** Tiki Huts may inspect the roof in person or by live video. Tiki Huts may also request samples of the affected material; any samples are provided at your expense, and the cost will be reimbursed if the claim is approved.
- **No repairs before review.** Do not repair, remove, or replace the affected material before Tiki Huts has reviewed the claim, except for reasonable temporary measures needed to prevent further damage or injury. Unauthorized repairs or removal may void coverage for the affected area.
- **Decision.** Tiki Huts will provide a written decision within thirty (30) days after receiving a complete claim.

6. Limitation of Liability

- **Sole remedy.** The remedies described in this warranty are your sole and exclusive remedies, and Tiki Huts' sole obligation, for any defect in the Product or, if applicable, in our installation workmanship.
- **Cap.** In no event will Tiki Huts' total liability arising out of or related to the Product or this warranty exceed the purchase price you paid for the defective Product (and, for a valid Workmanship Warranty claim, the price you paid Tiki Huts for the affected installation work).
- **No incidental or consequential damages.** Tiki Huts will not be liable for any incidental, consequential, special, indirect, or punitive damages, including damage to the structure, its contents, or other property; loss of use; lost profits or business income; or inconvenience.
- **Implied warranties.** TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD STATED IN THIS DOCUMENT.
- **State law.** Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
- **No modifications.** No employee, salesperson, installer, dealer, or agent has authority to change, extend, or add to this warranty. This warranty may be modified only by a written document signed by an authorized officer of Tiki Huts Inc.

7. General Terms

- **Non-transferable.** This warranty is extended only to the original purchaser and may not be assigned or transferred, including to a subsequent owner of the property.
- **Territory.** This warranty applies only to Product sold and installed in the United States.
- **Entire warranty.** This document is the entire warranty provided by Tiki Huts for the Product and replaces any other statement, representation, or advertisement, whether written or oral.
- **Applicable version.** The version of this warranty in effect on the date of your purchase governs your Product.
- **Severability.** If any provision of this warranty is found invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **Governing law and venue.** This warranty is governed by the laws of the State of Florida, without regard to its conflict-of-law rules. Right to venue: Miami-Dade County, Florida. Any dispute arising out of or relating to this warranty will be brought exclusively in the state or federal courts located in Miami-Dade County, Florida.
- **Your rights.** This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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