

LIMITED WARRANTY

Natural Palm Thatch Tiki Huts and Chickee Huts

8-Year Limited Thatch Warranty • 2-Year Labor Warranty • Lifetime Structural Warranty (conditional)

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

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Effective date: 11/04/24

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 natural palm thatch roofing sold and installed by Tiki Huts (the “Product”) will be free from defects in material for a period of 8 years beginning on the date of original installation or, if the installation date cannot be established, the date of invoice (the “Thatch Warranty Period”), subject to the pro-rated coverage schedule in Section 2 and to all of the conditions, limitations, and exclusions in this document. Separately, Tiki Huts warrants its installation workmanship for 2 years as described in Section 2A, and provides a conditional Lifetime Structural Warranty on hut structures it builds, as described in Section 2B.

In summary, this document provides three warranties:

- **Thatch.** An 8-Year Limited Thatch Warranty on the natural palm thatch, pro-rated as shown in Section 2.
- **Labor.** A 2-Year Labor (Workmanship / Installation) Warranty, described in Section 2A.
- **Structure.** A Lifetime Structural Warranty on the hut structure built by Tiki Huts, which stays in effect only while all rethatching, maintenance, and repair work is performed by Tiki Huts in a timely manner, described in Section 2B.

For purposes of this warranty, a “defect in material” means the palm thatch rots through, breaks down, or deteriorates to the point that it no longer functions as a thatch roof covering, while in Normal Use and earlier than ordinary natural aging would explain, as a result of a flaw in the thatch or in its harvesting or preparation.

“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.

Natural palm thatch is a plant material. It is expected to weather, change, and wear over time, and those natural changes are not defects. In particular, the following are normal characteristics of natural thatch and are not covered: color fading from green or tan to silver or gray; gradual thinning of the thatch layer; shrinkage; settling or compaction; and shedding of individual fronds or frond pieces. Natural palm thatch is not wind-rated, and Tiki Huts makes no representation or warranty that it will withstand any particular wind speed.

2. What We Will Do

If Tiki Huts confirms a valid claim under this warranty, we will, at our sole option, either (a) repair the affected area, or (b) re-thatch the affected area. Tiki Huts will pay the percentage below of the cost of that repair or re-thatching (material and labor, at Tiki Huts’ then-current standard rates), based on the year of the Thatch Warranty Period in which the defect is reported. You are responsible for the remaining balance, which must be paid before the work is scheduled.

Pro-Rated Coverage Schedule (year in which the defect is reported: share paid by Tiki Huts)
Years 1 to 3: 100%
Years 4 to 5: 75%
Years 6 to 7: 50%
Year 8: 25%

- This warranty covers only the affected area of thatch. Except as stated above and in the Workmanship Warranty in Section 2A, it does not cover removal or disposal of undamaged material; shipping, freight, or delivery; travel; or sales and other taxes.
- Because natural palm thatch varies by harvest and changes color as it weathers, new thatch will not match the color, texture, or appearance of existing thatch, and we do not guarantee a match.
- Any repaired or re-thatched area is warranted only for the time remaining in the original Thatch 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 2 years from the date of completion of installation (the “Workmanship Warranty Period”).

If a defect in our installation workmanship (for example, thatch bundles that come loose because they were improperly tied or 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 structural components, which are addressed only by the Structural Warranty in Section 2B, and it does not apply to any work performed by anyone other than Tiki Huts.

2B. Lifetime Structural Warranty (Conditional)

When the hut structure, meaning the poles or posts, beams, rafters, and framing (the “Structure”), is built by Tiki Huts or by a crew employed or contracted directly by Tiki Huts, Tiki Huts further warrants to the original purchaser that the Structure will be free from structural failure caused by defects in Tiki Huts’ workmanship or in the structural materials supplied by Tiki Huts, for the Lifetime of this warranty, as defined below (the “Structural Warranty”).

“Lifetime” means the period during which the original purchaser owns the property where the hut was originally installed. The Structural Warranty ends automatically when the original purchaser sells or otherwise transfers ownership of that property, consistent with Section 7 (Non-transferable).

“Structural failure” means a pole or post, beam, rafter, or framing member breaks, cracks through, or loses its load-bearing capacity so that the Structure is no longer structurally sound. Cosmetic changes such as checking, splitting, twisting, shrinkage, or weathering of wood, and changes in color or surface appearance, are not structural failure.

- **Remedy.** If Tiki Huts confirms a valid Structural Warranty claim, we will, at our sole option, repair, reinforce, or replace the failed structural components, including the related labor, at no charge to you. Thatch removed and reinstalled to perform this work is covered as part of the remedy; replacement of thatch is subject to Section 2.
- **Condition: all work by Tiki Huts.** The Structural Warranty stays in effect only as long as ALL rethatching, thatch top-up, maintenance, and repair work on the hut is performed by Tiki Huts.
- **Condition: timely work.** Rethatching, maintenance, and repairs must be performed in a timely manner, meaning within a reasonable time after they become due or after Tiki Huts recommends them, and in any event before the thatch reaches the end of its service life.
- **Voiding events.** The Structural Warranty is VOID, permanently and in its entirety, if (i) anyone other than Tiki Huts rethatches the hut, tops up the thatch, or performs repairs on it; (ii) anyone other than Tiki Huts alters, modifies, adds to, or attaches anything to the Structure; or (iii) recommended or due rethatching is unreasonably delayed. Natural thatch left in place past its service life allows water to reach and damage the frame, and that damage is not covered.
- **Exclusions.** The Structural Warranty is subject to all exclusions in Section 4, including hurricanes and other storms regardless of wind speed, storm surge, flooding, sinkholes and ground movement, termites and other wood-boring insects, and rot of posts at or below ground level caused by irrigation, sprinklers, standing water, or poor drainage.

3. Conditions of Coverage

Coverage under each warranty in this document applies only if all of the following conditions are met (the Structural Warranty is also subject to the additional conditions in Section 2B):

- **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.
- **Installation by Tiki Huts.** The Product was installed by Tiki Huts, or by a crew employed or contracted directly by Tiki Huts, 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 inspected at least once each year and after every major storm or high-wind event; has been kept reasonably free of leaves, debris, and standing water; has had overhanging branches and vegetation kept trimmed away; and any loose, lifted, or displaced thatch has been promptly re-secured.
- **Re-thatching and top-up.** Thinned or worn areas have been topped up or re-thatched as recommended by Tiki Huts or as reasonably needed to maintain the thatch layer.

- **Airflow and water.** The thatch has been kept dry between rains, with sprinklers and irrigation directed away from the roof and adequate airflow around and under the thatch.
- **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.** Hurricanes, tropical storms, tornadoes, named storms of any kind, high winds, 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 located under or near the thatch. Natural palm thatch is combustible.
- **(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, repair, or re-thatching performed by anyone other than Tiki Huts, including the purchaser or any third-party contractor.
- **(e) Structure and other materials.** Failure, movement, rot, settling, or deterioration of the hut structure, framing, posts, battens, ties, or fasteners, except as expressly covered by the Structural Warranty in Section 2B; and any structure not built by Tiki Huts or materials not supplied by Tiki Huts.
- **(f) Leaks.** Leaks, drips, or water penetration of any kind. Natural palm thatch sheds most rainwater but is not waterproof, and it is not warranted to be waterproof.
- **(g) Natural weathering.** Color fading to silver or gray, gradual thinning, shrinkage, settling, frond shedding, and other changes in appearance that occur over time with exposure to sun and the elements.
- **(h) Insects and animals.** Damage to the thatch or the Structure caused by insects (including termites and other wood-boring or plant-boring insects), birds (including nesting), rodents, iguanas, pets, or other animals.
- **(i) Mold, mildew, and algae.** Mold, mildew, algae, moss, lichen, fungal growth, or resulting rot or staining, including growth caused by lack of airflow, shade, overhanging vegetation, or water from nearby sprinklers or irrigation.
- **(j) Ground rot and water damage to the Structure.** Rot, decay, or deterioration of posts or framing caused by irrigation, sprinklers, standing water, poor drainage, soil or grade changes, or water entering through thatch that was not rethatched when due.
- **(k) Lack of maintenance.** Failure to perform the maintenance described in Section 3, including periodic inspection, keeping debris off the roof, and re-thatching or top-up as needed.
- **(l) Misuse and physical damage.** Misuse, abuse, impact, foot traffic, ladders or equipment placed on the roof, vandalism, or accidents.
- **(m) Alteration and chemical exposure.** Cutting, modifying, painting, staining, coating, or applying any sealant, fire retardant, or other treatment not approved in writing by Tiki Huts; pressure washing; and exposure to solvents, bleach, harsh chemicals, pool water, chlorine, or other pool or spa chemicals.
- **(n) Special sales.** Samples, display or demonstration material, clearance items, or any Product sold “as is.”
- **(o) Related costs.** Permits, inspections, equipment rental, lifts, scaffolding, removal or disposal of undamaged material, or any other costs associated with a claim, and any labor or material cost above the

pro-rated share stated in Section 2, except labor expressly covered under the Workmanship Warranty in Section 2A or the Structural Warranty in Section 2B.

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 (ties, fasteners, and battens); and (v) a description of maintenance performed on the roof, with dates if available.
- **Inspection.** Tiki Huts may inspect the roof in person or by live video. Tiki Huts may also request samples of the affected thatch; 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 thatch 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 or the Structure.
- **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, or, for a valid Structural Warranty claim, the price you paid Tiki Huts to build the Structure).
- **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, including the Lifetime Structural Warranty, is extended only to the original purchaser and may not be assigned or transferred, including to a subsequent owner of the property. All coverage ends when the original purchaser no longer owns the property where the hut is installed.
- **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 that county.
- **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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