



PU ECO FRIENDLY - MAINTENANCE FREE

## Manufacturers Warranties and Liability

1. Subject to the conditions set out below we warrant that the goods will correspond with their specification at time of delivery and will be free from defect in materials and workmanship, however due to the natural elements of the product we cannot guarantee that all boards supplied, neither on a single order or over multiple orders will be of the same colour. As natural materials are used in the production of this product variations are possible in the individual colour of boards.
2. We offer a 25 year Residential and 15 year commercial warranty on Modern Deck composite decking, which against:-
  - 2.1.1 Breakage:
  - 2.1.2 Fungal decay
  - 2.1.3 Insect damage
  - 2.1.4 Rotting or splintering
  - 2.2 This warranty only applies if the composite decking boards have been used in normal domestic service conditions and properly fitted in accordance with our recommendations, please refer to our Modern Deck Installation guideline to see installation details and for fixing details. Installation should not take place until the Installation guideline has been read and understood. Please contact your supplier if you need technical help before you proceed to the installation stage if you have any concerns.
  - 2.3 Before installation the purchaser must inspect the boards for faults, if found to be defective in any way stop immediately and inform your supplier. If this is to occur the supplier will replace any faulty boards prior to installation or supply a refund. We will not accept any claim for any consequential losses or recompense the customer for installation or repair costs.
  - 2.4 To make a claim under this warranty, the buyer shall send to the company a written description of the fault, proof of purchase and photographic evidence and make available any faulty items for collection. We do not warrant against and are not responsible for any warranty claims caused by:
    - 2.4.1 Improper installation and or failure to abide by the installation guidelines recommended by us;
    - 2.4.2 Movement, distortion, settling or collapse of the ground or supporting structure upon which the decking is installed;
    - 2.4.3 Any event outside of our control physically or environmental;
    - 2.4.4 Variations in the colour of the product from board to board at time of purchase and/or after installation.
    - 2.4.5 Faults due to storage or handling/ Transportation of the product.
    - 2.4.6 Any of the conditions listed in clause 2 above.
  - 2.5 If there is any dispute over the claim, our decision is final and binding. This does not affect your statutory rights.
3. We give the above warranty subject to the following conditions:

- 3.1 - we shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (oral or in writing), misuse, undue care taken when unloading and storing or alteration or repair of goods without our approval:
- 3.2 – we shall be under no liability under the above warranty (or any other warranty, conditions or guarantee) if the total price for the goods has not been paid by the due date for payment:
- 3.3 – the above Warranty does not extend to parts, materials or equipment not manufactured by us, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as we are given by the manufacturer:
- 3.4 – we shall be entitled to claim reasonable tolerances in respect of the goods and reserve the right to make adaptations to goods supplied by us due to technical developments. We give no condition or warranty that the goods are fit for any particular purpose for which the customer may require them. You must satisfy yourself before ordering the goods that the goods are fit and suitable for the purpose for which you require them.
- 3.5 – we shall be under no liability under the above warranty (or any other warranty, conditions or guarantee) for the installation, repair, re-installation, removal or labour costs arising from a fault with the product:
- 3.6 - The above warranty is not transferable between parties, in respect of this only the purchaser named on the sales invoice, unless otherwise stated at the time of purchase and recorder on the aforementioned sales invoice, shall only be entitled to the benefit of any such warranty or guarantee as we are given by the manufacturer.
- 3.7 – We reserve the right to offer any refund on a pro rata basis, therefore we may choose to calculate the value of the warranty remaining against the original price paid on the sales invoice.
4. Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to us in accordance with these conditions, we shall be entitled to replace the goods (or the part in question) free of charge or, at our sole discretion, refund you the price of the goods (or a proportionate part of the price). And we shall have no further liability to you.
5. We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the goods, if the delay or failure was due to a cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:
  - 5.1 The act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown, of plant or machinery, fire, flood, storm:
  - 5.2 The acts, restrictions, regulations, of any kind on the part of any governmental, parliamentary or local authority:
  - 5.3 The company shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver goods by any particular date, or arising as a result of any cause beyond the company's control.

**ALLWOOD**  
W H O L E S A L E

