

LIMITED WARRANTY

Eurocell Embossed Composite Decking

2020



THIS LIMITED WARRANTY (“LIMITED WARRANTY”) IS MADE AND GIVEN BY EUROCELL BUILDING PLASTICS LIMITED (“EUROCELL”).

THIS LIMITED WARRANTY APPLIES TO EUROCELL EMBOSSED COMPOSITE DECKING PRODUCTS (“PRODUCTS” OR “PRODUCT” AS THE CONTEXT REQUIRES) INSTALLED ONLY IN UNITED KINGDOM, 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 SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY EUROCELL TO ANY CUSTOMER OR USER OF THE PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY EUROCELL ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING THE PRODUCTS. THE LIMITED WARRANTY PROVIDED BY EUROCELL CONSTITUTES A BASIS OF THE SALE AND PURCHASE OF THE PRODUCTS. THE PURCHASE AND/OR USE OF THE PRODUCTS CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS AS AGREED ON INVOICE AT POINT OF SALE.

1. THE LIMITED WARRANTY

- 1.1. Eurocell warrants to the original purchaser (“Purchaser”, “you” or “your”) of the Products that, for the specified Warranty Period, the Products shall, (i) under normal and proper service conditions, (ii) when installed in accordance with Eurocell's written instructions and (iii) when used and maintained in an above-ground application, remain free from

material manufacturing defects and will not check, splinter, delaminate, rot, or suffer structural damage from fungal decay. For the purposes of the Limited Warranty, the “original purchaser” means the individual or individuals who were the owner(s) of the real property where the Products are installed. This Limited Warranty is not transferable.

- 1.2. The term of the Limited Warranty (“Warranty Period”) for the Products shall be twenty (20) years from the date of original purchase provided that such purchaser maintains ownership of the real property where the Products were installed.
- 1.3. The term of the Limited Warranty (“Warranty Period”) for Eurocell Metal Clips shall be twenty (20) years from the date of original purchase provided that such purchaser maintains ownership of the real property where the Products were installed.
- 1.4. The term of the Limited Warranty (“Warranty Period”) for the Eurocell Plastic Clips shall be fifteen (15) years from the date of original purchase provided that such purchaser maintains ownership of the real property where the Products were installed.
- 1.5. The Limited Warranty is strictly for the benefit of the owner of the property at which the Products were installed at the date of installation, and protects the owner against structural damage from fungal decay, rotting, splintering or splitting only. The Limited Warranty is subject to a number of exclusions which are set out at Section 3.4.
- 1.6. The Products attain a high slip resistance score in accordance to PTV Slip Test BS 7976-2:2002 (Four S / Slider 96) in both wet and dry conditions. However, this surface is NOT resistant to scratching or changes in colour with exposure to UV light. Eurocell embossed Products will present some slight colour change over time with exposure to UV light. This is because wood plastic composites contain natural wood fibres which holds organic lignin; the timber compound that greys with exposure to UV. Colour change will be more noticeable in lighter colours in the embossed composite range such as Salt Lake Silver. Darker colours which contain large amounts of dye in do does not show significant lignin greying.
- 1.7. Eurocell written installation instructions are available from Eurocell’s website <https://www.eurocell.co.uk>.
- 1.8. In the event of a failure of the Products within the applicable Warranty Period as stated above, when properly installed in accordance to installation instruction, used and

maintained in the manner required by this Section 1, Eurocell will replace the nonconforming item in the manner set forth in Section 2 below.

- 1.9. The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) Eurocell gives for the Products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to a Eurocell approved dealer, installer, reseller, agent or employee) is authorised to modify, expand or add to this Limited Warranty. Eurocell makes no other representation, guarantee or warranty regarding any the Products. No one is authorised to make any representation, guarantee or warranty on Eurocell's behalf, and Eurocell shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to the Products other than as expressly stated in this Limited Warranty.

- 1.10. THIS LIMITED WARRANTY COMPRISES EUROCELL'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH THE PRODUCTS. EUROCELL DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE. THE TERMS OF THIS LIMITED WARRANTY DO NOT AFFECT YOUR STATUTORY RIGHTS. EUROCELL EXCLUDES AND WILL NOT PAY FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL LOSS/DAMAGES. UNDER NO CIRCUMSTANCES SHALL EUROCELL BE LIABLE FOR ANY LOSS/DAMAGES (OF ANY NATURE OR DESCRIPTION WHATSOEVER) WHICH EXCEEDS THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED IN ACCORDANCE WITH SECTION 3.2 BELOW.

2. CLAIM PROCEDURE

- 2.1. In order to proceed with a warranty claim against Eurocell, the Purchaser must send to Eurocell a copy of this Limited Warranty, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming Product. All warranty claims should be forwarded to the address in Section 2.2 below. The Purchaser's original proof of purchase must be from Eurocell directly. The proof of purchase will also show (1) the date of the original purchase and (2) that sufficient quantities of the Product were purchased to cover the number of square metres claimed to be affected. All warranty claims must be received by Eurocell within the applicable Warranty Period and in no event

later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the Product.

- 2.2. All warranty claims should be sent as follows:

Eurocell HQ and Distribution Centre
High View Road
Alfreton
Derbyshire
DE55 2DT

Contact Form: <https://www.eurocell.co.uk/contact-us>

- 2.3. Upon discovering a possible defect with the Product, the Purchaser shall, at the Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all areas and persons that could be affected. Upon the written request of Eurocell, the Purchaser must allow a Eurocell representative to enter the Purchaser's property to inspect the alleged nonconforming Product. The Purchaser is not authorised to make any unauthorised repairs or remove the affected Product prior to Eurocell having completed its site survey unless directly requested by and authorised by Eurocell in writing. Should the Purchaser violate these requirements, these violations will serve to invalidate and terminate the Limited Warranty provided by Eurocell. No Products shall be returned to Eurocell unless directed and authorised by Eurocell in writing to do so. Any removal or disposal of defective Products in contravention of this Section shall be done at the Purchaser's sole cost and expense.

3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

- 3.1. The Purchaser's sole remedy, and Eurocell's sole liability to the Purchaser, for (i) any claim whatsoever relating to the Products, (ii) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or (iii) any claims that the Products failed to perform as warranted above, is and shall be limited to Eurocell's replacement of the defective Products. Eurocell shall not be responsible for the costs associated with the installation of the replacement Products or the disposal of the defective Products.

3.2. Eurocell's obligation to provide replacement Products shall only be in an amount equal to the volume (square meterage) of defective Product as listed in the table set out in this Section 3.2, or the number of defective Eurocell Fasteners (being Eurocell Metal Clips or Eurocell Plastic Clips). Eurocell's replacement obligation allows Eurocell to provide replacement Products as close in colour, design and quality to the original installation as reasonably possible, at Eurocell's discretion and determination. The Purchaser acknowledges that Eurocell does not guarantee an exact match as with batching or colours/designs may change. The Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In Eurocell's sole and absolute discretion, Eurocell may, at its option, elect to refund the percentage of the original purchase price listed in the table below in lieu of replacing the defective Product.

RECOVERY (%)	Embossed composite decking 20 (YEARS)
100	0-5
80	6-8
60	9-11
40	12-14
20	15-17
10	18-20

3.3. Under no circumstances whatsoever shall Eurocell be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other damages resulting, directly or indirectly, from any defect in the Products, including, but not limited to damage to, diminution in value of and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, regulation or otherwise, even if Eurocell is expressly advised about the possibility of such damages.

- 3.4. Eurocell does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable, in whole or in part, to: (i) improper installation of the Products, (ii) failure to abide by Eurocell's written instructions, (iii) failure to comply with any and all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping, (iv) use of the Products beyond normal use or in an application not recommended or permitted by Eurocell's written instructions and applicable laws and building codes, (v) movement, distortion, collapse or settling of the ground or supporting structure upon which the Product is installed, (vi) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair, (vii) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (viii) discoloration, fading, spotting or staining from or caused, in whole or in part, by mould, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners or external objects), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weathering (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes ANY coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains), (ix) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces, (x) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides, (xi) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Product, (xii) climate change, environmental conditions, static electricity or any cause beyond the control of Eurocell, (xiii) variations or changes in colour of the Product, (xiv) improper handling, maintenance, storage including abuse or neglect of the Product by the Purchaser or any other party, (xv) ordinary wear and tear, (xvi) impact from objects or (xvii) any fasteners not supplied or approved by Eurocell.
- 3.5. No warranty is given with respect to any fasteners other than Eurocell Fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and the Purchaser's sole warranty and remedy is with that manufacturer.
- 3.6. The Purchaser and/or the Purchaser's contractor or representative is solely responsible for determining the suitability of the Products for the Purchaser's property and for the installation and use of the Products. The Purchaser and/or the Purchaser's contractor or

representative shall be solely responsible for determining whether the Products meets the requirements of any applicable building or safety code or similar regulation relating to the Purchaser's property. The Purchaser acknowledges that Eurocell does not provide professional architectural or engineering services. Eurocell makes no express or implied warranty or representation as to the suitability of the Products for, or actual performance, capabilities or operation of the Products at, the Purchaser's property or under the conditions of the Purchaser's use.

- 3.7. This Limited Warranty is void if any one or more of the following applies or occurs: (i) the Product is not installed, maintained and/or used strictly in accordance with Eurocell's written instructions, (ii) the Product is not installed in accordance with all applicable laws, codes and regulations; (iii) the intentional or unintentional misuse of Products, whether foreseeable or unforeseeable; (iv) the failure of the Purchaser to properly and/or timely maintain or repair the Products; (v) the failure by the Purchaser to provide timely notice in accordance with Section 2.1 to Eurocell of any failure or defect of the Products; or (vi) use of fasteners other than the Eurocell branded fasteners to the extent that any failures with the Products resulted from the use of non- approved fasteners.