

CLADCO PROFILES

8 - WPC Composite Decking and General Warranties & Liability

8.1 Subject to the conditions set out below we warrant that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship, however due to the natural elements of the product we cannot guarantee that all boards supplied, either on a single order or over multiple orders, will be of the same colour.

8.2 We give the above warranty subject to the following conditions:

8.2.1. - we shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by you;

8.2.1. - 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 (whether oral or in writing), misuse, undue care taken when unloading and storing or alteration or repair of the Goods without our approval;

8.2.3. - we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4. - 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.

8.2.5. - 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.

8.2.6. - we shall be under no liability under the above warranty (or any other warranty, condition or guarantee) for any installation, repair, re-installation, removal or labour cost arising from a fault with the product;

8.2.7. - 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 recorded 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.

8.2.8. – 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.

8.3 Composite Decking Warranty

8.3.1 We offer a 10 year warranty on our composite decking boards against:-

8.3.1.1 breakage;

8.3.1.2 fungal decay;

8.3.1.3 insect damage; and

8.3.1.4 rotting or splintering.

8.3.2 This warranty only applies if the composite decking boards have been used in normal domestic (or commercial in the case of solid boards) service conditions and properly fitted in accordance with our recommendations using our recommended joist support spacing (30 to 40 cm), expansion end gap spacing (8mm) and fixing method (T-piece and screw system). The warranty is valid for boards laid narrow groove/woodgrain side up only. Boards laid differently are done at your discretion and you may experience increased slippage and colour change with the boards.

8.3.3 If the composite decking boards are found to be faulty, we will either replace any faulty boards or refund a percentage of the original faulty item purchase price pro-rata to the remaining warranty period when the faulty item is returned to us. The course of action chosen will remain solely at the decision of the Company. We will not accept any claim for any consequential losses or recompense the customer for installation or repair costs.

8.3.4 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 warranty against and are not responsible for any warranty claim caused by:

8.3.4.1 Improper installation and/or failure to abide by any installation guidelines recommended by us;

8.3.4.2 Movement, distortion, settling or collapse of the ground or supporting structure upon which the decking is installed;

8.3.4.3 Any event outside of our control as detailed in clause 8.8;

8.3.4.4 Variations or changes in the colour of the product from board to board at the time of purchase and/or over time once the product has been installed;

8.3.4.5 Faults due to improper handling or storage of the product; or

8.3.4.6 any of the conditions listed in clause 8.2 above.

8.3.5 If there is any dispute over a claim, our decision is final and binding. This does not affect your statutory rights.

8.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Second hand goods are supplied on the basis that all common law and statutory warranties and conditions as to their satisfactory quality are excluded. All second hand goods must be inspected prior to use or fixing.

8.5 Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not you refuse delivery) be notified to us in writing within 14 days from the date of delivery. If delivery is not refused, or you do not notify us accordingly, you shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 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. See section 9 below for full Returns Policy.

8.7 We shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you, except as expressly provided in these Conditions.

8.8 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 any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

8.8.1. - act of God, war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm;

8.8.2. - acts, restrictions, regulations, of any kind on the part of any governmental, parliamentary or local authority;

8.8.3.- difficulty or increased expense in obtaining labour, materials or transport, or other circumstances affecting the supply of goods or of raw materials by our normal course of supply, or the manufacture of the goods by our normal means, or the delivery of the goods by our normal route or means of delivery.

8.8.4. - 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.

8.9 Structural Composite Joist Warranty

8.9.1 We offer a 10 year warranty on our structural composite joists against:-

8.9.1.1 breakage;

8.9.1.2 fungal decay;

8.9.1.3 insect damage; and

8.9.1.4 rotting or splintering.

8.9.2 This warranty only applies if the structural composite joists have been used in normal domestic service conditions and properly fitted in accordance with our recommendations using our recommended joist spacing (30 to 40 cm) and recommended joist support (max. 100cm).

8.9.3 If the structural composite joists are found to be faulty, we will either replace any faulty joists or refund a percentage of the original faulty item purchase price pro-rata to the remaining warranty period when the faulty item is returned to us. The course of action chosen will remain solely at the decision of the Company. We will not accept any claim for any consequential losses or recompense the customer for installation or repair costs. 8.9.4 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 warranty against and are not responsible for any warranty claim caused by:

8.9.4.1 Improper installation and/or failure to abide by any installation guidelines recommended by us;

8.9.4.2 Movement, distortion, settling or collapse of the ground or supporting structure upon which the decking is installed;

8.9.4.3 Any event outside of our control as detailed in clause 8.8;

8.9.4.4 Variations or changes in the colour of the product from board to board at the time of purchase and/or over time once the product has been installed; This may be particularly evident with our Woodgrain ranges where the shading on the boards is due to the sanding process, it is not unusual for Woodgrain boards to lighten to a consistent colour within the first 6 – 12 months following installation;

8.9.4.5 Faults due to improper handling or storage of the product; or

8.9.4.6 any of the conditions listed in clause 8.2 above.

8.9.5 If there is any dispute over a claim, our decision is final and binding. This does not affect your statutory rights.



1.5 Product Guarantee

All grasses we supply come with a 10 year manufacturer's UV guarantee. Due to the molecular structure artificial grass can expand and contract in severe weather conditions. (Expansion and contraction is not covered under our guarantee).

The grass is designed to match the effects of real grass. Continued usage in a particular area will cause it to curl and crush. In these instances we recommend regular brushing. (Use of an AGM power brush will help to prolong the longevity and appearance of your product).

1.5.1 Maintenance

Grass required for sports or heavy duty activities should be sand filled to avoid the pile crushing. Our grasses can be installed with or without sand but we recommend a sand dressing if there is heavy usage.

Although maintenance levels are low we recommend the following:

Brush regularly to clear of debris. (Make life easier use an AGM electric power brush).

Top up sand levels regularly, if sand filled.

The grass itself rarely allows weeds to go through however seeds can germinate on the grass so maintenance of the surrounding areas is important; if this occurs a weed killer must be applied to be the surface.

Please note;

Mirrors, or mirrored objects hung in the garden can act as a magnifier, reflecting high-intensity streams of sunlight onto the grass. This, in turn will cause the fibres to melt, so be aware of having highly reflective objects in the garden. We highly recommend to avoid such items. This not covered under our 10 year UV warranty.