

Ecodek Peaks and Parks Decking RESIDENTIAL LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR PRODUCT. THIS WARRANTY SETS FORTH THE ENTIRE RESPONSIBILITY OF SBP LTD, TRADING AS ECODEK, FOR SPECIFIC PRODUCTS ("PEAKS" AND "PARKS" DECKING) USED IN A RESIDENTIAL APPLICATION. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM COUNTRY TO COUNTRY.

THIS LIMITED WARRANTY IS ECODEK'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO ITS PRODUCTS. WITH RESPECT TO EACH PRODUCT, ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY APPLICABLE TO SUCH PRODUCT AS STATED BELOW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SBP Ltd, doing business as Ecodek ('**Ecodek**') extends the following limited warranty ('**Limited Warranty**') to the Residential Purchaser of an Ecodek product listed in this Limited Warranty (each, a '**Product**'). This Limited Warranty is only applicable to Products sold to a Residential Purchaser and used in the applications described below. Except as allowed below or by applicable law, this Limited Warranty may not be assigned or transferred; however, the warranty may be transferred once, within the five-year period beginning from the date of the original Ecodek Product purchase, to a subsequent buyer of the property at which the Product was originally installed.

1. WHO IS A RESIDENTIAL PURCHASER?

- a. Under this Limited Warranty, a '**Residential Purchaser**', '**You**' and '**Your**' mean the following:
 - i. An individual who originally purchases and uses Products for a residential application on a dwelling that is owned and used by that individual as a primary or secondary home. For the purposes of this Limited Warranty, a 'residential application' is the installation and use of Ecodek Products as part of an over-ground decking area; or
 - ii. The initial owner/purchaser of a newly constructed or remodelled dwelling as a primary or secondary home, for which Products were purchased or installed on behalf of the owner/purchaser by an individual or business such as a builder, contractor or developer.
- b. Under this Limited Warranty, a primary or secondary home does not include a rental property. This Limited Warranty does not apply to landlords, letting agencies or other commercial purchasers.

2. WHAT IS COVERED BY THIS LIMITED WARRANTY?

- a. Physical integrity. Subject to the exclusions and limitations set forth in this Limited Warranty, Ecodek warrants that, for the applicable Warranty Period set forth in Section 3 below, each Product shall remain free from material manufacturing defects and will not check, splinter, delaminate, rot or suffer structural damage from fungal decay, when properly installed, used and maintained for a residential application and in accordance with Ecodek’s written instructions for the Products.
- b. Stain and fade resistance. Subject to the exclusions and limitations set forth in this Limited Warranty, Ecodek warrants that, for the applicable Warranty Period set forth below in Section 3, the Products will be resistant to permanent staining resulting from spills of food and beverage items that would typically be present on residential decking, and that the Products will be resistant to colour change from light and weathering exposure as measured by colour change in excess of 5 Delta E (Hunter) units. This warranty is applicable only to the extent that the Products were installed, cared for and maintained in accordance with the Ecodek Care and Maintenance Instructions.

3. WHAT IS THE WARRANTY PERIOD FOR THE PRODUCTS?

- a. The duration of the Limited Warranty for a Product (the ‘**Warranty Period**’) is equal to the number of years set forth next to such Product in the chart in Section 3. The Warranty Period begins on the date of original purchase and continues until the earlier of (a) the expiry of the applicable Warranty Period, or (b) until You no longer own the property on which the Product was installed for a residential application.

Product	Residential warranty period	
	Physical integrity	Stain and fade resistance
Ecodek Peaks Decking	40 years	40 years
Ecodek Parks Decking	30 years	30 years
Ecodek Hidden Deck Clips, STARTER Clips, Ecodek Edge and Ecodek Edge X for Peaks and Parks Decking	Lifetime	N/A

4. WHAT ARE YOUR REMEDIES FOR A DEFECTIVE PRODUCT?

Your sole and exclusive remedy, and Ecodek’s sole liability, for any claim that a Product fails to perform as warranted above shall be, at Ecodek’s sole discretion: (a) the replacement of the defective Product with new Product in an amount equal to the volume (linear metres) of defective material; (b) a pro-rated refund of the purchase price attributable to the defective portion of the Product, per the amounts listed on the Pro-Rated Warranty Schedule in this Section 4; or (c) replacement of the defective Ecodek Fasteners. In no event shall Ecodek be responsible for costs or expenses related to the installation of replacement Products. Replacement Products will be as close in colour, design and quality to the original Products as reasonably possible, at Ecodek’s discretion and determination, but Ecodek cannot guarantee an exact match as colours and designs may change.

Additionally, You agree to use fasteners in a quantity and manner adequate for the installation of all replacement Products, irrespective of the original installation method used.

THE REMEDIES STATED IN THIS PARAGRAPH ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY PRODUCT THAT FAILS TO CONFORM TO THIS LIMITED WARRANTY.

5. WHAT DOES THIS LIMITED WARRANTY NOT COVER?

Pro-rated warranty schedule*			
30 year		40 year	
Year of claim	Recovery	Year of claim	Recovery
0-10	100%	0-10	100%
11-12	90%	11-13	90%
13-14	80%	14-16	80%
15-16	70%	17-19	70%
17-18	60%	20-22	60%
19-20	50%	23-25	50%
21-22	40%	26-29	40%
23-24	30%	30-33	30%
25-26	20%	34-37	20%
27-30	10%	38-40	10%

This Limited Warranty does not cover, and Ecodek shall not be liable for any defects, losses or damage due to:

- a. Normal wear and tear, abuse or neglect, including but not limited to, impact from objects;
- b. Improper installation, workmanship, maintenance, cleaning, repair, handling or storage;
- c. Failure to follow Ecodek's written instructions, including but not limited to, improper structural support, fastening, ventilation or spacing;
- d. Use of Products other than for their intended purposes or in an application not recommended or permitted by Ecodek's written instructions;
- e. Failure to comply with all applicable laws and building regulations;
- f. Movement, distortion, collapse or settling of the ground or the supporting structure on which Products are installed;
- g. Acts of God, including but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning and hail;
- h. Casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces;
- i. Climate change, environmental conditions, improper drainage, static electricity or any other cause beyond Ecodek's control;
- j. Discolouration, 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), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, or chemicals, including but not limited to, those found in cleaners;

- k. Use of abrasive compounds of acidic or basic pH, strong solvents, oil-based paints or stains, metallic rust, concrete or masonry products, air- or water-borne minerals and other items not normally used on residential decking;
- l. Direct or indirect contact of the Ecodek Products with extreme heat sources (over 120 degrees Celsius);
- m. 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;
- n. Application of paints, stains, surface treatments or other chemical substances, including but not limited to, cleaners or pesticides;
- o. Except as provided herein, fading, flaking or other deterioration of any paints, stains or other coatings placed on the Products;
- p. Except as provided herein, variations in the colour of Products; or
- q. Any fasteners not supplied or approved by Ecodek. No warranty is given with respect to any fasteners other than the Ecodek Fasteners. Other fasteners whether approved or otherwise, are subject only to the warranties provided by the manufacturer of the fastener and Your sole warranty and remedy is with that manufacturer.

6. HOW DO YOU OBTAIN WARRANTY SERVICE?

- a. To make a claim under this Limited Warranty, You must send a copy of this warranty document, copy of original proof of purchase, and photos of the defective or non-conforming Product, to the address below. Such proof of purchase must be from an authorised Ecodek supplier and must show (1) the date of the purchase and (2) that sufficient Product has been purchased to cover the number of lineal metres claimed to be damaged. All warranty claims must be received by Ecodek within the Warranty Period and in no event later than thirty (30) days after any discovery of the possible non-conforming nature of or other failure of the Product.
- b. If sent by post, claims and notices must be sent to: Ecodek, Customer Support, Unit 13, Abenbury Way, Wrexham Industrial Estate, Wrexham, LL13 9UZ. Phone 01978 667840. Email enquiries@ecodek.co.uk
- c. Upon discovering a possible defect with a Product, You must make temporary repairs or cordon off the area at issue at your expense to protect all property and persons that could be affected. At Ecodek's reasonable request, You must permit Ecodek and/or its authorised agents to enter, at reasonable times, Your property to inspect the Product that Your claim is defective. Ecodek must have made a determination on Your warranty claim before any permanent repairs or removal of materials is undertaken, or this Limited Warranty may be void. No Products may be returned to Ecodek unless directed and authorised by Ecodek in writing to do so. Any removal or disposal of defective Products shall be at your expense.

7. LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND ECODEK'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. ECODEK'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR DEFECTIVE PRODUCTS, NOR SHALL ECODEK UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES (INCLUDING LOST PROFITS), WHETHER DIRECT OR INDIRECT. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. ADDITIONAL TERMS AND LIMITATIONS

- a. The suitability of the Products for Your property, and the installation and use of the Products, including but not limited to, whether they meet the requirements of any applicable laws, building or safety regulations or similar codes, is the responsibility of You and/or Your design professionals, and not that of Ecodek. Ecodek does not provide architectural or engineering services. Ecodek 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 Your property or with respect to the conditions of Your use.
- b. Ecodek written instructions are available from your Ecodek supplier, your contractor, from Ecodek at www.ecodek.co.uk or by writing to Ecodek at the address stated above.
- c. No one, including but not limited to, any Ecodek supplier, installer, reseller, agent or employee is authorised to modify, expand or add to this Limited Warranty.