

## LIMITED WARRANTY

# *Ecoscape UK Composite Products*

2020



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### **THIS LIMITED WARRANTY (“THE LIMITED WARRANTY”) IS MADE AND GIVEN BY ECOSCAPE UK LTD. (“ECOSCAPE”).**

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THIS LIMITED WARRANTY APPLIES TO PRODUCTS 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIMITED WARRANTY SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY BEING PROVIDED BY ECOSCAPE UK TO ANY CUSTOMER OR USER OF ITS PRODUCTS, UNLESS OTHER WARRANTY MAY OTHERWISE BE PROVIDED BY ECOSCAPE UK ON ANY SPECIFIC PRODUCTS. PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING ECOSCAPE UK PRODUCTS. THE LIMITED WARRANTY PROVIDED BY ECOSCAPE UK CONSTITUTES A BASIS OF THE BARGAIN AND PURCHASE OF THE ECOSCAPE PRODUCT. THE LIMITED WARRANTY SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF ECOSCAPE UK THROUGH ITS PRODUCT MANUFACTURERS. THE PURCHASE AND/OR USE OF ANY ECOSCAPE UK PRODUCT 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 Ecoscape warrants to the original purchaser (“Purchaser”, “you” or “your”) of the Ecoscape products noted below that, for the specified Warranty Period, such products shall, (i) under normal and proper service conditions, (ii) when installed in accordance with Ecoscape'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 purposes of the Limited

1

Please register your warranty at <https://ecoscapeuk.co.uk/warranty-registration/>. Ecoscape UK strongly suggests the Purchaser registers their warranty for quicker technical support and warranty service. Product registration is voluntary. Failure to register will not diminish your limited warranty rights but may impact ability to deal with claims in a timely manner.

Warranty, the “original purchaser” means the individual or individuals who were the owners of the real property upon which the Ecoscape product was installed.

1.2 The term of the Limited Warranty (“Warranty Period”) for Ecoscape UK metal Clips shall be twenty (20) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the Ecoscape product was installed.

1.3 The term of the Limited Warranty (“Warranty Period”) for the Ecoscape Plastic Clips shall be fifteen (15) years from the date of original purchase provided that such purchaser maintains ownership of the real property upon which the Ecoscape product was installed.

1.4 The term of the Limited Warranty (“Warranty Period”) for the Ecoscape Clarity Decking, the Ecoscape Clarity Balustrade and Ecoscape Clarity Fencing twenty (20) years from the date of original purchase provided that such purchaser maintains ownership of the property upon which the Ecoscape product was installed against structural damage from fungal decay, rotting, splintering or splitting only. Ecoscape UK Ltd is not responsible for and does not warrant against any condition attributable to (no implied warranty shall be deemed to cover):

- Variations or changes in colour of the product.
- Improper installation and/or failure to abide by the installation guidelines available from Ecoscape UK Ltd.
- Use of Ecoscape UK Ltd composites in an application not recommended by Ecoscape UK Ltd or a use in which disregards Building Regulations.
- Movement, distortion, settling or collapse of the ground and/or supporting structure upon which Ecoscape UK Ltd materials are installed.
- Any act of God (i.e. earthquake etc.) or environmental act (pollution fallout etc.).
- Faults due to improper handling or storage of the product.

1.4.1 Ecoscape Clarity 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. Clarity composite 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 Clarity range such as ASH and GRAPHITE. Darker colours which contain large amounts of dye in do not show significant lignin greying.

2

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1.5 The term of the Limited Warranty (“Warranty Period”) for The Ecoscape Forma Decking, the Ecoscape Forma Panel Cladding, the Ecoscape Forma Slatted Cladding and the Ecoscape Forma Fencing twenty-five (25) years from the date of original purchase provided that such purchaser maintains ownership of the property upon which the Ecoscape product was installed against structural damage from fungal decay, rotting, splintering or splitting and colour consistency. Ecoscape UK Ltd is not responsible for and does not warrant against any condition attributable to (no implied warranty shall be deemed to cover):

- Variations in colour of the product.
- Improper installation and/or failure to abide by the installation guidelines available from Ecoscape UK Ltd.
- Use of Ecoscape UK Ltd composites in an application not recommended by Ecoscape UK Ltd or a use in which disregards Building Regulations.
- Movement, distortion, settling or collapse of the ground and/or supporting structure upon which Ecoscape UK Ltd materials are installed.
- Any act of God (i.e. earthquake etc.) or environmental act (pollution fallout etc.).
- Faults due to improper handling or storage of the product.

1.6 Ecoscape UK written installation instructions are available from Ecoscape UK direct by emailing [sales@ecoscapeuk.co.uk](mailto:sales@ecoscapeuk.co.uk) on Ecoscape UK's website [www.ecoscapeuk.co.uk](http://www.ecoscapeuk.co.uk), your Ecoscape UK material supplying Merchant or your contractor.

1.7 In the event of a failure of the above described Ecoscape UK products within the applicable Warranty Period as warranted above, when properly installed in accordance to installation instruction, used and maintained in the manner required by this Section 1, Ecoscape will replace the nonconforming item in the manner set forth in Section 2 below.

1.8 The Limited Warranty set forth herein is the only warranty (whether written or oral, express or implied) Ecoscape UK makes for the above described Ecoscape products. The Limited Warranty is subject to all terms and conditions stated herein and no one (including but not limited to an Ecoscape approved dealer, installer, reseller, agent or employee) is authorised to modify, expand or add to this limited warranty. Ecoscape UK makes no other representation, guarantee or warranty regarding any Ecoscape product. No one is authorised to make any representation,

3

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guarantee or warranty on Ecoscape UK's behalf, and Ecoscape shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Ecoscape product other than as expressly stated in this Limited Warranty.

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## **2. CLAIM PROCEDURE**

2.1 In order to proceed with a warranty claim against Ecoscape UK, the Purchaser must send to Ecoscape UK a copy of this warranty document, a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming Ecoscape UK product. All warranty claims should be forwarded to the address in Section 2.2 below. Purchaser's original proof of purchase must be from Ecoscape UK directly or an authorised Ecoscape UK Merchant. The proof of purchase will also show (1) the date of the original purchase and (2) that sufficient Ecoscape UK product has been purchased to cover the number of square metres claimed to be affected. All warranty claims must be received by Ecoscape UK 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 Ecoscape UK product.

2.2 All warranty claims should be sent as follows:

Ecoscape UK Ltd.,

Higher Broadfield Farm

Off Pilsworth Road

4

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Heywood

OL10 2TA

Email: [sales@ecoscapeuk.co.uk](mailto:sales@ecoscapeuk.co.uk)

2.3 Upon discovering a possible defect of any Ecoscape UK product, the Purchaser shall, at 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 Ecoscape UK, the Purchaser must allow an Ecoscape UK representative to enter the Purchaser's property to inspect the alleged nonconforming product. Purchaser is not authorised to make any unauthorised repairs or remove the affected Ecoscape products prior to Ecoscape having completed its site survey unless directly requested by and authorised by Ecoscape UK. Should the Purchaser violate these requirements, these violations will serve to invalidate and terminate the Limited Warranty provided by Ecoscape UK. No Ecoscape UK products shall be returned to Ecoscape unless directed and authorised by Ecoscape in writing to do so. Any removal or disposal of defective Ecoscape UK products shall be the Purchaser's sole cost and expense.

### **3. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS**

3.1 The Purchaser's sole remedy, and Ecoscape UK's sole liability to the Purchaser, for (i) any claim whatsoever relating to the Ecoscape product, (ii) any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Ecoscape 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 Ecoscape UK products failed to perform as warranted above, is and shall be limited to Ecoscape's replacement of the defective Ecoscape product. Ecoscape shall not be responsible for the costs associated with the installation of the replacement Ecoscape product or the disposal of the defective Ecoscape product.

3.2 Ecoscape UK's obligation to provide replacement products shall only be in an amount equal to the volume (square meterage) of defective material as listed on the Pro-rated Warranty Schedule contained herein or the number of defective Ecoscape Fasteners. Ecoscape UK's replacement obligation allows Ecoscape UK to provide products as close in colour, design and quality to the original installation as reasonably possible, at Ecoscape's discretion and determination. Purchaser acknowledges that Ecoscape UK does not guarantee an exact match as with batching or colours/designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. In Ecoscape UK's sole and absolute discretion, Ecoscape may, at its option, elect to refund the

5

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percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

<b>RECOVERY (%)</b>	<b>FORMA 25 (YEARS)</b>	<b>CLARITY 20 (YEARS)</b>
100	0-10	0-5
80	11-13	6-8
60	14-16	9-11
40	17-19	12-14
20	20-22	15-17
10	23-25	18-20

3.3 Under no circumstances whatsoever shall Ecoscape 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 Ecoscape 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 Ecoscape UK is expressly advised about the possibility of such damages.

3.4 Ecoscape does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to, in whole or in part, to: (i) improper installation of Ecoscape products, (ii) failure to abide by Ecoscape's written instruction, (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 Ecoscape products beyond normal use or in an application not recommended or permitted by Ecoscape's written instructions and applicable laws and building codes, (v) movement, distortion, collapse or settling of the ground or supporting structure upon which Ecoscape Products are 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 object), 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,

6

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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 Ecoscape UK Products, (xii) climate change, environmental conditions, static electricity or any cause beyond the control of Ecoscape UK, (xiii) variations or changes in colour of Ecoscape products, (xiv) improper handling, maintenance, storage including abuse or neglect of Ecoscape products 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 Ecoscape UK.

3.5 No warranty is given with respect to any fasteners other than Ecoscape Fasteners. Other fasteners, whether approved fasteners or otherwise, are subject to only the warranties provided by the manufacturer of the fastener and Purchaser's sole warranty and remedy is with that manufacturer.

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

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

7

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8

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