

ECODEK PEAKS AND PARKS DECKING COMMERCIAL LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR ECODEK “PEAKS” AND “PARKS” DECKING (THE PRODUCT). THIS WARRANTY IS A BASIS OF THE BARGAIN AND PURCHASE OF THE ECODEK PRODUCT AND SETS FORTH THE ENTIRE WARRANTY AND RESPONSIBILITY OF SBP LTD TRADING AS ECODEK. PURCHASE AND USE OF THE ECODEK PRODUCT CONSTITUTES ACCEPTANCE OF AND AGREEMENT TO THESE TERMS.

1. LIMITED WARRANTY

- a. This Limited Warranty applies to Commercial Purchasers only. A Commercial Purchaser is any purchaser, such as a landlord, letting agency, or other person or entity that is not a Residential Purchaser, as that term is defined in the Ecodek Peaks and Parks Residential Limited Warranty.
- b. SBP Ltd, individually and doing business as Ecodek ('Ecodek'), warrants to the original purchaser only ('Purchaser', 'You' or 'Your') that for the Warranty Period set forth below the following Products ('Ecodek Product') shall, under normal and proper service conditions, remain free from material manufacturing defects and will not check, splinter, delaminate, rot or suffer structural damage from fungal decay, when installed, used and maintained in an above-ground application and in accordance with Ecodek's written instructions. This Limited Warranty shall apply only to the original purchaser of the applicable product and is not transferable to any future owner or user of the product.
- c. The term of this Limited Warranty ('Warranty Period') for the Ecodek Product shall be equal to the number of years set out in the chart below.

Product		Commercial warranty period	
		Physical integrity	Stain and fade resistance
Decking	Ecodek Peaks Decking, Ecodek Parks Decking,	10 years	10 years
Fasteners	Ecodek Hidden Deck Clips, STARTER Clips, Ecodek Edge and Ecodek Edge X for Peaks and Parks Decking	Lifetime	N/A

The Warranty Period begins on the date of original purchase for a commercial application by or for a commercial purchaser as long as the Purchaser owns the property upon which the Ecodek Product was installed.

- d. For the purposes of the above warranty periods, the following definitions and conditions apply:
- i. 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 1, 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 commercial application and in accordance with Ecodek's written instructions for the Products.
 - ii. 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 in Section 1, the Products will be resistant to permanent staining resulting from spills of food and beverage items that would typically be present on commercial decking, and that the Products will be resistant to colour change from light and weather 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.
 - iii. Note that Ecodek does not warrant its Products to be completely stain- or fade-proof. No material is completely stain or fade proof, especially (but not only) when stains result from substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.
- e. Ecodek written instructions are available from your Ecodek supplier or your contractor or from Ecodek at www.ecodek.co.uk or by writing to Ecodek at the address stated below.
- f. In the event of a failure of the Ecodek Product or Ecodek Fastener within the applicable Warranty Period as warranted above, when properly installed, used and maintained as described above, Ecodek will replace the nonconforming item as set forth in Section 2 below.
- g. The limited warranty set forth in this Limited Warranty is the only warranty (whether written or oral, express or implied) Ecodek makes for your Ecodek Product or Ecodek Fasteners; it is subject to all terms and conditions stated herein and no one (including but not limited to an Ecodek supplier, installer, reseller, agent or employee) is authorised to modify, expand or add to this limited warranty. Ecodek makes no other representation, guarantee or warranty. No one is authorised to make any representation, guarantee or warranty on Ecodek's behalf, and Ecodek shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Ecodek Product or Ecodek Fastener other than as expressly stated in this Limited Warranty.

THIS LIMITED WARRANTY COMPRISES ECODEK'S SOLE AND ENTIRE WARRANTY AND OBLIGATION IN CONNECTION WITH ECODEK PRODUCTS OR ECODEK FASTENERS.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, OR PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS, BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. ECODEK EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL ECODEK BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL BE LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT AS ADJUSTED ON THE BASIS OF THE PRO-RATED WARRANTY SCHEDULE PROVIDED HEREIN.

2. GENERAL CONDITIONS, EXCLUSIONS AND LIMITATIONS

- a. **Purchaser's sole remedy.** Purchaser's sole remedy, and Ecodek's sole liability, for any claim whatsoever relating to the Ecodek Product or Ecodek Fastener, including without limitation any claims arising out of the marketing, purchase, installation, use, storage, possession or maintenance of Ecodek Products (whether such claim arises in contract, warranty, tort, gross negligence, negligence, strict liability, statutes or regulations, or otherwise) or any claims that the Ecodek Products or Ecodek Fasteners failed to perform as warranted above, is and shall be the replacement of the defective Ecodek Product or Ecodek Fastener with new Ecodek Product or Ecodek Fastener, as the case may be, in an amount equal to the volume (linear feet) of defective material as listed on the Pro-Rated Warranty Schedule contained herein or the number of defective Ecodek Fasteners. Replacement Ecodek material will be as close in colour, design and quality to the original installation as reasonably possible, in Ecodek's discretion and determination, but Ecodek does not guarantee an exact match as colours and designs may change. Additionally, the Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method. Ecodek may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Pro-Rated Warranty Schedule in lieu of replacing the defective Product.

Pro-rated limited warranty schedule		
Recovery	5-yr commercial	10-yr commercial
	Year of claim	Year of claim
100%	1 year	0-5 years
80%	2 years	6 years
60%	3 years	7 years
40%	4 years	8 years
20%	5 years	9 years
10%		10 years

- b. **Exclusions and limitations of certain damages.** In no event will Ecodek be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special or other damages based upon the Ecodek Products or Ecodek Fasteners or resulting, directly or indirectly, from any defect in the Ecodek Products or Ecodek Fasteners, including but not limited to damage to, diminution in value and/or loss of use or enjoyment of, any property or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if Ecodek is expressly advised about the possibility of such damages. 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.

In addition, this Limited Warranty does not cover and Ecodek shall not be liable for any installation, removal or reinstallation costs. Ecodek does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition attributable to:

- (1) improper installation of Ecodek Products and/or failure to abide by Ecodek's written instructions and any applicable laws or building regulations, including but not limited to improper structural support, fastening, ventilation or spacing;
- (2) use of Ecodek Products beyond normal use or in an application not recommended or permitted by Ecodek's written instructions and applicable laws and building regulations;
- (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Ecodek Products are installed;
- (4) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair;
- (5) any Act of God (including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail);
- (6) 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, 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);
- (7) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces;
- (8) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaner or pesticides;
- (9) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Ecodek Products;
- (10) climate change, environmental conditions, static electricity or any cause beyond the control of Ecodek;

- (11) variations or changes in the colour of Ecodek Products;
- (12) improper handling, maintenance or storage, or abuse or neglect of Ecodek Products by the Purchaser or others
- (13) ordinary wear and tear;
- (14) impact from objects; or
- (15) 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 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.

- c. ***Additional terms and limitations.*** The suitability of the Ecodek Products for Purchaser's property for the installation and use of the Ecodek Products, including but not limited to whether the Ecodek Product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property, is the responsibility of the Purchaser and/or its design professionals, and not that of Ecodek. Fiberon does not provide architectural or engineering services. Ecodek makes no express or implied warranty or representation as to the suitability of the Ecodek Products for, or actual performance, capabilities or operation of the Ecodek Products at, Purchaser's property or under the conditions of Purchaser's use.

Without limitation on any other provision of this Limited Warranty, all warranties, whether express or implied, and including this Limited Warranty, are void if any one or more of the following applies or occurs: (1) the Ecodek Product or Ecodek Fastener is not installed, maintained and/or used strictly in accordance with Ecodek written instructions and all applicable laws, codes and regulations; (2) misuse of the product, whether foreseeable or unforeseeable; (3) failure of proper and timely maintenance or repair; (4) failure to provide timely notice to Ecodek of any failure or defect of the Ecodek Product or Ecodek Fastener; or (5) use of fasteners other than the Ecodek-branded fasteners.

3. WARRANTY CLAIM PROCEDURE

- 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 come from an authorised Ecodek Product supplier and must show (1) the date of the purchase and (2) that sufficient Product has been purchased to cover the number of linear 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 You 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.