Warranty Information

BUILDDECK

1. LIMITED WARRANTY FOR RESIDENTIAL CONSUMERS

SENATE Composites Ltd ("BUILDDECK") warrants that the composite decking boards shall be free from rotting caused by termites or fungal decay in materials for a period as dictated below in the table from the date of first purchase. BUILDDECK DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. LIMITATION OF LIABILITY

The limit of BUILDDECK's liability for breach of the warranty set forth herein, whether based on negligence, breach of warranty, strict liability, or any other theory, shall be, at BUILDDECK's option, either: **(i)** the replacement of any product which BUILDDECK reasonably determines to be defective in materials under normal use and service, or **(ii)** a refund of the portion of the purchase price paid by the purchaser for such affected item (not including the cost of initial installation) according to the prorated warranty schedule listed below:

Decking Board for Domestic and Commercial Use - Limited Warranty		
Product	**Year of Claim**	**Replacement Ratio**
Victoria / Regent Lite	1 - 2 Years	100
	3 - 4 Years	60
	5 - 6 Years	40
	7 - 8 Years	20
	9 - 10 Years	10

Decking Board for Domestic Use - Limited Warranty		
Product	**Year of Claim**	**Replacement Ratio**
Vintage / Heritage Prime / Regent	1 - 2 Years	100
	3 - 5 Years	70
	6 - 10 Years	60
	11 - 14 Years	30
	15 - 19 Years	10
	20 - 25 Years	5
Aluminium Decking Boards	26 - 30 Years	3

Decking Board for Commercial Use - Limited Warranty		
Product	**Year of Claim**	**Replacement Ratio**
Vintage / Heritage Prime / Regent	1 - 2 Years	100
	3 - 4 Years	60
	5 - 6 Years	40
	7 - 8 Years	20
	9 - 10 Years	10
Aluminium Decking Boards	26 - 30 Years	3

Replacement products will be closest equivalent to original products but may not exactly match the originals. The warranty on any replacement product will only extend for the balance of the original warranty period. This warranty shall not cover, and BUILDDECK will not be responsible for, costs and expenses incurred with respect to the removal of affected Product or the installation of replacement of materials, including but not limited to, labour and freight.

BUILDDECK SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING PERSONAL INJURY) WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY. IN NO EVENT SHALL BUILDDECK'S LIABILITY UNDER THIS WARRANTY, WHETHER TO THE ORIGINAL PURCHASER OF A DEFECTIVE PRODUCT OR ANY THIRD PARTY CLAIMING ON BEHALF OF SUCH PURCHASER, EXCEED THE PURCHASE PRICE RECEIVED BY BUILDDECK FOR SUCH DEFECTIVE PRODUCT OR THE COST OF REPLACING SUCH DEFECTIVE PRODUCT.

3. CLAIM PROCEDURE
Every claim under this warranty shall be deemed waived unless: (i) such claim is made in writing to BUILDDECK by the original purchaser of the defective product, containing a description of the defect and such claim is accompanied by evidence of purchase; (ii) such claim is received by BUILDDECK within thirty days after the defect to which such a claim relates is discovered, provided such claim is received before the expiry of the warranty period. BUILDDECK reserves the right to appoint an approved representative, if deemed necessary, to inspect the defective products, Expenses incurred in doing so may be charged to the purchaser at cost. If products are proved to be defective, any expenses will be refunded. If there is any dispute over a claim, the decision of BUILDDECK is final and biding. To obtain a refund or replacement, please send details of your claim, along with the original warranty certificate, the original purchase invoice, pictures of defective products and a detailed description to SENATE Composites Ltd, Suite 21, Cameo House, Bear Street, London WC2H 7AS.
BUILDDECK reserves the right to request additional information in connection with the warranty claim.

4. EXCLUSIONS
NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN OR ELSEWHERE, THIS WARRANTY DOES NOT COVER:
1. Products which were not stored or installed in accordance with BUILDDECK installation manuals;
2. Products which were installed in violation of any applicable building codes;
3. Products that have been used, modified or otherwise treated in a manner not intended by the manufacturer;
4. Movement, distortion, settling or collapse of the ground and/or supporting structure upon which the product was installed;
5. Faults/damage due to improper handling or storage of the product;
6. Products subjected to conditions outside their design limitations;
7. Products that have not been paid in full;
8. Defects resulting from abuse, negligence, improper use, Acts of God and war;
9. A malfunction of any product not provided by the manufacturer with which BUILDDECK composite products is used or combined.
10. Normal wear and tear. As our composite wood is a man-made recycled product, colour variations are to be expected. Our warranty does not cover colour fade, discolouration or water marks, stains, marks and scratches on our products. On deliveries colour variations may occur in different batches.

BUILDDECK installation leaflets are designed as a quick and simple manual. They may not cover every installation scenario envisaged. Since each installation is unique; the installation method used and/or the actual installation and its actual performance are the sole responsibility of the installer. BUILDDECK recommends that all designs be reviewed by a licensed architect, or engineer before installation. Please ensure your plan and/or design meets building regulations and permission before you begin installation. If you are unsure of the best practices, please use suitably qualified personnel to prevent injuries or accidents. Copy of installation manuals are available via our website www.builddeck.co.uk or you can call our Sales Team on 01438 362 547.

5. SEVERABILITY
If any of these provisions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of these terms shall be unaffected.

6. MODIFICATION OR TERMINATION
This warranty, together with the provision of BUILDDECK's quotation and invoice with respect to the product(s) in question supersede and replace all prior negotiations and/or agreements made between BUILDDECK and the warranty claimant, whether oral or written, and contain the entire understanding between such parties with respect to the subject matter hereof. No waiver or modification of these terms shall be binding upon BUILDDECK unless made in writing and signed by a duly authorised Director of BUILDDECK. Additional or different terms submitted by anyone other BUILDDECK are specifically rejected and shall be deemed to be of no effect.

7. NO ASSIGNMENT
This warranty is not transferable or assignable and is provided only to the original consumer purchaser of product in question.

8. GOVERNING LAW
This warranty is governed by, and interpreted in accordance with the laws of England and Wales