

## **Limited Warranty**

Composite Pro LTD (trading as, and for the purpose of this document, referred to as "Composite Pro") warrants to the original purchaser ("Purchaser") that, for the period of ten (10) years from the date of original purchase for a residential application, and eight (8) years from the date of original purpose for a commercial application, under normal use and service conditions that: Composite Pro fencing products shall be free from material defects in workmanship and materials, and shall no splinter, split, rot or suffer structural damage from termites or fungal decay.

Please read this warranty carefully before purchasing, using or installing your North Valley Composites fencing products.

# Warranty Activation

To validate your warranty, you must activate it within 28 days of the original purchase date and by the original purchaser(s) via our online warranty activation form at the link below. Please also retain your original purchase invoice.

### **ACTIVATE YOUR WARRANTY HERE**

#### **Obtaining warranty performance:**

If a Purchaser discovers a defect in the fencing product within the warranty period, the Purchaser shall notify Composite Pro within 30 days of discovery of the defect but no later than the term, in writing to <a href="mailto:warranty@compositepro.co.uk">warranty@compositepro.co.uk</a> or by mail to Composite Pro @ Composite Pro LTD, 3, Motorway House, Forstal Rd, Maidstone, Aylesford ME20 7AF

Composite Pro reserves the right to request additional information regarding the warranty claim. Proof of purchase in the form of the original invoice copy must also be provided.

If Composite Pro determines the Purchaser's claim is valid upon confirmation by an authorized Composite Pro representative, Composite Pro sole responsibility shall be, at its option, to either replace the defective item (Composite Pro does not guarantee an exact colour match as colours and designs may vary) or refund the portion of the purchase price paid by the Purchaser for such defective item, as set out below (not including the cost of its installation or delivery). Fences above 2 metres in height are not covered by this warranty. This warranty shall not cover Composite Pro shall not be responsible for costs and expenses incurred with respect to removal of defective Composite Pro products or the installation of replacement materials, including, but not limited to labour and delivery.

The foregoing remedies are the sole and exclusive remedy for breach of any warranty.

For the purposes of this warranty, a "residential application" shall refer to an installation of a Composite Pro product on an individual residence and a "commercial application" shall refer to any installation of a Composite Pro product other than on an individual residence. If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser's recovery will be prorated as indicated in the table below. If Composite Pro is providing replacement materials, it may elect to replace the percentage listed in the table below of Composite Pro products; if Composite Pro is refunding the purchase price, it may elect to refund the percentage listed in the table below of the Purchase price of the Composite Pro products.

Residential applications		Commercial applications	
Time after original purchase	Percentage to be refunded	Time after original purchase	Percentage to be refunded
1-3 years	100%	1-2 years	100%
3-6 years	75%	2-4 years	60%
6-8 years	40%	4-6 years	40%
8-10 years	20%	6-8 years	20%
>10 years	0%	>8 years	0%

Warranty transfer: this warranty is not transferrable and is extended only to and solely for the benefit of the person(s) purchasing the goods directly from Composite Pro.

Composite Pro does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to the following:

- improper installation of Composite Pro products and/ or failure to abide by North Valley Composites' installation guidelines, including, but not limited to improper gapping
- 2. use of Composite Pro' products beyond normal use and service conditions, or in an application not recommended by Composite Pro' guidelines and local building codes
- 3. movement, distortion, collapse or settling of the ground or the supporting structure on which Composite Pro products are installed
- 4. any act of God (such as flooding, hurricane, earthquake, lightening, etc), environmental condition (such as air pollution, mold, mildew, etc), staining from foreign substances (such as dirt, grease, oil, paint, etc), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains)
- 5. variations or changes in colour to any Composite Pro products
- 6. improper handling, storage, abuse or neglect of Composite Pro products by the Purchaser, the transferee or third parties
- 7. any products that have not been paid in full
- 8. ordinary wear and tear
- 9. impact from any objects
- 10. products which have been installed using fasteners not supplied or approved by Composite Pro

No person or entity is authorized by Composite Pro to make and Composite Pro shall not be bound by any statement or representation as to the quality or performance of Composite Pro products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by both Composite Pro and Purchaser.

#### Disclaimer of warranties:

Except for the express written warranty contained herein, Composite Pro makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are herby disclaimed, overridden and excluded from this transaction. Under no circumstances will Composite Pro be liable for special, incidental or consequential damages (including, but not limited to lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and Composite Pro' liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, at the percentages described above.

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, suspending all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement.

The exclusion or limitation of incidental or consequential damages is not allowed in some nations, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights which vary from nation to nation. Consumers have legal rights under applicable national legislation governing the sale of consumer goods. This warranty does not affect those legal rights.