

## 1) DEFINITIONS

“Goods”/ “Product” means any goods and/or services provided by the Company as ordered by the Customer

“ Company” “we” “us” means ReDeck Composite Solutions Limited.

“ Customer” “you” means the person, firm or company placing an order with the Company.

## 2) APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Customer

## 3) FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Customers contract with the Company. Terms and conditions on the customer’s order form or other similar document shall not be binding on the Company.

## 4) QUOTATIONS

The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.

## 5) ORDERS

5.1 Orders will be deemed to have been placed when an official order has been received along with Payment in full.

## 6) RIGHT TO SUB-CONTRACT

Unless otherwise agreed the Company shall be entitled to sub-contract deliveries, where any claim arises for damage in transit the customer shall be liable to pay additional delivery costs for replacement products should they be required prior to the verification of any such insurance claim. Such costs shall be refunded to the customer when any such insurance claim has been concluded, providing the conclusion of that claim results in payment from the insurers.

## 7) TIMETABLE

The Company will use its best endeavours to supply the services or materials within the quoted time, but time will not be of the essence within the contract.

## 8) COPYRIGHT

The Customer acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by United Kingdom copyright laws.

## 9) RISK OF LOSS

The risk of loss or damage to the Goods shall pass to the Customer upon delivery of the Goods.

## 10) PAYMENTS

10.1 - Customers are expected to pay in advance for goods.

10.2 - All invoices issued by the Company shall be paid by the Customer within the terms stated on the invoice unless otherwise agreed in writing by the Company

10.3 The Company reserves the right to increase a quoted fee in the event that the customer requests a variation to the agreed quotation.

## 11) CANCELLATION

The Customer reserves the right to cancel within 24 hours of order being placed. Any cancellation after this period shall be strictly at the company's discretion only and will be subject to a £50 administration charge.

## 12) DELIVERY & COLLECTION

12.1 - The majority of products as supplied by the company are despatched using an independent third-party provider. The company shall not be held responsible for delays caused by the delivery agent.

12.2 - If the Goods are required by the Customer to be delivered by our third-party provider: Any dates quoted for delivery of the Goods are approximate only and we shall not be liable for any delay in delivery of the goods. Time for delivery shall not be of the essence unless previously agreed as such by us in writing.

12.3 - If we fail to deliver the Goods for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to our delivery charge.

12.4 - it is the Customer's responsibility to inform us of any access restrictions for deliveries, failure to do so may result in the delivery being postponed and a redelivery charge being incurred.

12.5 - delivery will be kerbside only, the delivery service does not cover the driver carrying materials any distance or to the rear of the property. If the vehicle/or driver is invited on to the customer's property it is entirely at the risk of the customer

12.6 - Where mechanical offload is unavailable or unsuitable, it is the Customer's responsibility to provide assistance to the driver to help unload unless previously agreed at time of order. Please bear in mind the items delivered can be heavy. Anyone giving assistance to the driver should wear suitable gloves and clothing.

12.7 - If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without prejudice to any other right or remedy available to us, we may:

12.8 - store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage; or

12.9 - sell the Goods at the best price readily obtainable and (after deducting all reasonable delivery, storage, selling and administrative expenses) account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract.

12.10 - When taking possession of any goods you should ensure that they are stored indoors where possible; at the very least the goods should remain protected from all weather conditions whilst stored until such time as you are ready to install them.

12.11 - Composite Decking should always be stored out of the elements where possible and then be allowed to acclimatise on site for 48/72 hours prior to being installed.

12.12 Collection of the Goods by the Customer from our third-party premises will be by appointment only and agreed at time of order. Customers who are collecting must do so with an appropriate vehicle. We cannot load onto car roof-racks or into the rear of cars or vans. All securing of loads to collection vehicles is the responsibility of the Customer. The company and third-party providers will not be liable to any damage to vehicle or items being collected. Customers must abide by any instructions given by staff at the time of collection.

12.13 - On arrival at the company's third-party site, the Customer must report into the office reception where they will be directed to an area for loading of goods. In the interest of health and safety, it is imperative that anyone entering the warehouse/loading area wears a high visibility vest. If you do not have one, reception staff at the site will provide one for you. Vests must be returned before leaving the premises!

### 13) RETURNS

13.1 - The company are unable to accept returns of unwanted or surplus goods. The customer is responsible for ensuring quantities ordered meet their project requirements. Where the company has provided quotations or advice on quantities required, there shall be no liability for either shortage or surplus of goods by the company

### 14) WARRANTY AND LIABILITY

#### DEFINITIONS

“Warrantor” ReDeck Composite Solutions Ltd

“Purchaser” Customer detailed on receipt for original purchase

This limited 10-year warranty is made and given by Redeck Composite Solutions Ltd

Redeck Composite Solutions Ltd warrants to the original purchaser that, for the period of ten years (10) from the date of original purchase for a residential application, under normal use and service conditions: warrant that the product(s) will correspond with their specification (detailed on customer receipt) and shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay.

For purposes of this warranty, a 'residential application' shall refer to an installation of the product(s) 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 below

#### Warranty Schedule

##### Residential Applications:

*Time after purchase 1-2 Years | Percentage Replaced 90%*

*Time after purchase 3-4 Years | Percentage Replaced 80%*

*Time after purchase 5-6 Years | Percentage Replaced 60%*

*Time after purchase 7-9 Years | Percentage Replaced 40%*

*Time after purchase >10 Years | Percentage Replaced 0%*

#### EXCLUSIONS TO WARRANTY

Redeck Composite Solutions 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:

- Damage by physical abuse, acts of God, acts of war (such as flooding, hurricane, earthquake, lightning, etc.),
- Improper installation or failure to abide by and in accordance with the warrantor's installation guidelines and local building codes.
- Products that have been abused, placed under or subjected to abnormal residential-use conditions or has surface damage or surface punctures.
- Products that have been painted, coated, used, modified or otherwise treated in any manner other than as intended by Warrantor.
- Has been directly or indirectly exposed to extreme heat (in excess of 250 degrees Fahrenheit)
- Movement, distortion, collapse or settling of the ground or the supporting structure on which the product(s) are installed.
- Environmental condition (such as air pollution, mould, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.)
- variations or changes in colour, as our composite wood is a man-made recycled product, colour variations are to be expected. Our warranty does not cover colour

fade, discolouration, water marks, stains and scratching or wear in depth of woodgrain pattern on our products. Lighter coloured boards are subject to greater fade than darker coloured boards. On delivery colour variations may occur in different batches.

- Improper handling, storage, abuse or neglect of product(s) by Purchaser, or third parties.
- ordinary wear and tear.

#### GENERAL CONDITIONS OF WARRANTY

This warranty extends to the purchaser only and is not transferable.

The warrantor shall be under no liability for any installation, repair, re-installation, removal or labour cost arising from a fault with the product

Replacement products will be closest equivalent to original products but may not exactly match the originals

Redeck Composite Solutions installation guides are designed as a quick and simple guide. They may not cover every installation. As each installation is unique, the installation method used and/or the actual installation and its actual performance are the sole responsibility of the installer. If you are unsure of the best practices, please use suitably qualified personnel to prevent injuries or accidents.

#### CLAIM PROCEDURE

To make a claim under this Warranty, the purchaser must, within thirty (30) days of actual or constructive notice of damage covered by this Warranty, must notify the warrantor in writing to [info@redeck.co.uk](mailto:info@redeck.co.uk) and include the following, a list of the number of pieces and the size of each piece for which the claim is made, Proof of Purchase of the product, as shown on the original invoice or receipt, images showing defect.

The Purchaser must allow a Redeck Composite Solutions representative to enter the Purchaser's property to inspect the alleged defect if required. The Purchaser is not authorised to make any unauthorised repairs or remove (unless to make safe) the affected product prior to completion of a site survey by the warrantor. Any removal or disposal of defective products in contravention of this section shall be done at the Purchaser's sole cost and expense.

#### 15) CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

16) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

17) GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of United Kingdom and the parties hereby submit to the exclusive jurisdiction of the British courts.