

COMPOSITE WOOD EXTENDED WARRANTY

This Warranty applies to all and any Goods (as defined below) manufactured by the Composite Wood Company.

1 Interpretations

In this warranty the following expressions have the following meanings unless inconsistent with the context:

Consumer means the person that obtains ownership of the Goods by purchasing the Goods from the Customer.

Customer means the purchaser of the Goods.

Delivery means the date that the Goods are purchased by the Customer (and not, for the avoidance of doubt, the date that ownership of the Goods transfers from a Customer to a Consumer).

Force Majeure Event means any circumstance not within the Supplier's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; terrorist attacks, civil war, civil commotion or riots, war; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion or accident.

Goods means the Forest Range of decking boards: 163mm x 20mm x 1830mm that have two surface finishes, narrow and wide grooved; and woodgrain finish 163mm x 20mm x 1830mm and the CWC products, including composite decking, composite fencing, composite railing and composite garden rooms.

Supplier means DCM 2109 Limited T/A The Garden Bothy Company Limited (registered in Scotland with company number SC460219), whose registered office address is at Stannergate House, 41 Dundee Road, West Broughty Ferry, Dundee, Scotland, DD5 1NB

2 Terms

2.1 The Supplier warrants to the Consumer that the Goods to which this warranty applies shall be free from manufacturing defects that result in warping, cracking, splitting, rotting, fungal decay, when subject to normal use for a period of twenty five (25) years from the date of delivery of the Goods to the Customer (**Warranty Period**).

2.2 This warranty is only valid if it is registered by the Consumer within fourteen (14) days of the Consumer's purchase of the Goods from the Customer. All warranties must be registered with the Manufacturer using the registration process at www.compositewoodcompany.co.uk/warranty-registration.

2.3 This warranty only applies to manufacturing defects in the Goods and does not cover:

2.3.1 fair wear and tear of the Goods;

2.3.2 any defects or failures in the Goods or damage to the Goods caused by:

(a) any abuse, misuse or neglect of the Goods (including, without limitation, improper handling or storage of the Goods or failure to install the Goods completely in accordance with the manufacturer's and/or the Supplier's

- (b) installation instructions and/or guidelines (available at www.compositewoodcompany.co.uk) and/or any applicable building regulations);
 - (c) failing to maintain and clean the Goods in accordance with the manufacturers and/or the Suppliers' guidelines (available at www.compositewoodcompany.co.uk);
 - (d) use of the Goods beyond normal residential use;
 - (e) movement, distortion, collapse or settling of the ground or the supporting structure on which the Goods are installed;
 - (f) a Force Majeure Event or, air pollution, mold, mildew and other similar environmental condition;
 - (g) staining as a result of grease, oil, dirt or any other similar substance; and
 - (h) the Supplier following any drawing, design, specification, plan or other instruction supplied by the Customer;
- 2.3.3 any difference in the Goods from their description as a result of changes made by the Supplier to ensure the Goods comply with any applicable statutory or regulatory requirements from time to time;
- 2.3.4 discoloration and/or variations in colour or uniformity to the Goods caused by:
- (a) weathering and/or exposure by ultra violet light;
 - (b) algae, moss, shading or sap from trees, bushes, or plants;
 - (c) exposure to chemicals (whether or not directly applied to the Goods or in the atmosphere); or
 - (d) any other cause or factor beyond the Supplier's reasonable control.

3 Claim

- 3.1 To make a claim under this warranty, the Consumer must, within fourteen (14) days of first becoming aware of the alleged defect (during the Warranty Period), provide the Supplier with:
- 3.1.1 written evidence to show the date of purchase of the allegedly defective Goods and the original price paid for the allegedly defective Goods (e.g. an invoice);
 - 3.1.2 written evidence to show that they are the Consumer of the allegedly defective Goods;
 - 3.1.3 a copy of the warranty certificate (issued by the Manufacturer at the time of registering the warranty);
 - 3.1.4 a suitable description and photographic evidence of the alleged defect in the Goods; and
 - 3.1.5 (if requested by the manufacturer), a sample of the allegedly defective Goods, for analysis, and enable the Manufacturer to examine and investigate the Goods for the alleged defectiveness.
- 3.2 Any expenses incurred by the Supplier in examining and investigating the alleged defects in the Goods shall be invoiced to the Consumer at cost and, payable by the

Consumer on demand. In the event that the Goods are found to be defective, within the terms of this warranty, the Supplier shall refund the Consumer in full, for any expenses invoiced under this clause 3.2.

3.3 In the event that any manufacturing defect covered by this warranty is confirmed as existing by the Supplier (during the Warranty Period), the Supplier shall, at its sole discretion and within a reasonable amount of time after such confirmation:

3.3.1 repair or replace the defective Goods without cost to the Consumer (for the avoidance of doubt, the Supplier shall only replace such part of the Goods that are defective and not the whole of the Goods purchased by the Consumer from the Customer); or

3.3.2 refund the amount paid by the Consumer (subject to the Supplier's recommended retail price) for the defective Goods in accordance with the pro-rata specification set out below (but not for the avoidance of doubt, any cost associated with installing the Goods),

and all repaired or replaced goods may, in comparison with the Goods, have a design difference (due to changes in supply) or colour difference (due to weathering) and, for the avoidance of doubt, any such difference shall not be considered a manufacturing defect for the purposes of this warranty.

3.4 The remedy provided by the Supplier for defective Goods under clause 3.3 above, shall be the Consumer's sole and only remedy available.

4 Laws and Regulations

This warranty is in addition to the rights provided pursuant to applicable national law and does not conflict with or exclude such rights in any way.

5 Liabilities

5.1 Nothing in the warranty shall limit or exclude the Supplier's liability for: (i) death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that it is unlawful to exclude or limit.

5.2 Subject to the provisions of clause 5.1, the Supplier shall not, under any circumstance, be liable to the Customer and/or the Consumer, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any loss of profit, loss of business, loss of anticipated savings, loss of damage to goodwill, any indirect or consequential loss arising under or in connection with this warranty; and

5.3 Subject to the provisions of clause 5.1, the Supplier's total liability to the Customer and/or the Consumer in respect of all losses arising under or in connection with this warranty, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the price paid by the Consumer for the Goods.

6 Transfers

6.1 In the event that a Customer transfers ownership of the Goods to a Consumer, this warranty shall only apply to the Consumer, if the Consumer registers its ownership of the Goods in accordance with clause 2.2 above. In the event that the Supplier is not notified of the transfer of ownership in accordance with clause 2.2 above, the Consumer shall not benefit from the terms of this warranty. For the avoidance of doubt the effective date of the warranty shall remain as the date of Delivery.

6.2 In the event that the Consumer transfers ownership of the Goods to a third party, this warranty shall not pass to the third party.

6.3 Where the Goods are transferred by a Customer to a Consumer, the Consumer shall be subject to the pro-rata specification set out below. For the avoidance of doubt, the total sum covered under this warranty shall in no event exceed the amount paid by the Consumer for the purchase of the Goods. Therefore, if the Consumer pays a lower price for the Goods than that which the Customer paid for them, any difference in the price shall not be covered by this warranty.

7 **Variation**

No variation of this warranty shall be effective unless it is in writing and signed by the Supplier (or the Supplier's authorised representatives).

8 **Waiver**

8.1 A waiver of any right or remedy under this warranty or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach of default.

8.2 A failure or a delay by a party to exercise any right or remedy provided under this warranty or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9 **Severance**

If any provision or part provision of this warrant is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10 **Third Party Rights**

The parties do not intend that any of the terms of this warranty shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

No one other than a party to this warranty shall have any right to enforce any of its terms.

11 **Partnership**

Nothing in this warranty is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party, the agent of another party or authorise any party to make or enter into any commitment on or behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12 **Governing Law and Jurisdiction**

This warranty and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this warranty or its subject matter or formation.

All notifications, claims or matters related to this warranty should be sent to:

The Garden Bothy Company
West Lodge,
Baldovan,
Dundee,
DD3 0PD

PRO-RATA SPECIFICATION

Year of warranty claim after purchase of the Goods by the Customer	Percentage of recovery available to the Consumer
Up to 10 years	100%
11 – 13 years	80%
14 – 16 years	60%
17 - 19 years	40%
20 – 22 years	20%
23 – 25 years	10%