

Manufacturing Warranty

Hollow Wood-Plastic Composite Decking (Made using HDPE and Natural wood-fibre)

Eligibility

BSW Sawmills Ltd. (the "Warrantor") is pleased to extend this warranty to you, "the distributor" of the product. This warranty is valid for Composite Decking products supplied by BSW Sawmills Ltd. used in a standard residential application and may not be assigned or transferred by you other than to your Consumer (as defined below).

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 Distributor. Distributor means the purchaser of the Goods from BSW. Delivery means the date that the Goods are purchased by the Distributor (and not, for the avoidance of doubt, the date that ownership of the Goods transfers from a Distributor 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 suppliers range of decking boards: 146mm x 23mm that have two surface finishes, grooved; and wood-grain embossed. Supplier and Warrantor means BSW Sawmills Ltd. (registered in Scotland with company number SCO33398), whose registered office address is East End, Earlston, Berwickshire, TD4 6JA.

Terms

The Supplier warrants to the Distributor 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 ten (10) years from the date of delivery of the Goods to the Distributor (Warranty Period).

This warranty is only valid if the Distributor registers it within twenty eight (28) days of the Consumer's purchase of the Goods from the Distributor. All warranties must be registered with the Supplier using the registration process at www.bsw.co.uk/warranty

This warranty only applies to manufacturing defects in the Goods and does not cover: fair wear and tear of the Goods; any defects or failures in the Goods or damage to the Goods caused by:

- 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 installation instructions and/or guidelines (available at www.bsw.co.uk) and/or any applicable building regulations.

- Failing to maintain and clean the goods in accordance with the manufacturers and/or the supplier's guidelines (available at www.bsw.co.uk).
- Use of the Goods beyond normal residential use.
- Movement, distortion, collapse or settling of the ground or the supporting structure on which the Goods are installed.
- A Force Majeure Event or, air pollution, mould, mildew and other similar environmental condition.
- Staining as a result of grease, oil, dirt or any other similar substance.
- The Supplier following any drawing, design, specification, plan or other instruction supplied by the Distributor.
- 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.
- Discolouration and/or variations in colour or uniformity to the Goods caused by: weathering and/or exposure by ultra violet light.
- Algae, moss, shading or sap from trees, bushes, or plants.
- Exposure to chemicals (whether or not directly applied to the Goods or in the atmosphere); or any other cause or factor beyond the Supplier's reasonable control.

Fade Limitations

No decking material is fade-proof when exposed to sunlight and other common atmospheric conditions. Normal Weathering is to be expected over the life of the product and is not covered under this warranty. Normal Weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains.

Fasteners

This warranty is not valid if fasteners are used that are not supplied by BSW Sawmills Ltd. This warranty excludes rust. For best results use only BSW approved surface or hidden fasteners (available from BSW Sawmills Ltd. or its approved suppliers). BSW Sawmills supplies fasteners specifically designed to provide optimum performance when used with the deck boards it supplies. The use of any other types of fasteners may void the warranty if it is determined that any deck board failures resulted or were impacted from the use of non-approved fasteners or fastener system. Deck boards must be installed in accordance with the installation guide as supplied by BSW Sawmills or its agents.

Claim Procedure

To claim under this warranty, the Consumer must, within 30 days of actual or constructive notice of damage covered by the warranty notify the supplier in writing of its claim and include, the following information:

- A list of the number of pieces and size of each piece for which the claim is made.
- Proof of purchase of the product, as shown on the original invoice or receipt.
- Proof of warranty, as evidenced by the original mark on the product.
- Proof of cleaning, as evidenced by an invoice or receipt from a professional cleaning service.

Notices in writing must be sent by post, to:
BSW Sawmills Ltd., Carlisle Sawmill, Cargo, Carlisle, CA6 4BA.

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 provided that any warranty express or implied as to merchantability or fit for purpose is hereby excluded.

Liabilities

Nothing in the warranty shall limit or exclude the Supplier's liability for: any other liability that it is unlawful to exclude or limit.

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 the Supplier's total liability to the Distributor 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 Distributor for the Goods.

Transfer of Ownership of the Goods

In the event that a Distributor 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 the event that the Supplier is not notified of the transfer of ownership as set out 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. In the event that the Consumer transfers ownership of the Goods to a third party, this warranty shall not pass to the third party.

Where the Goods are transferred, by a Distributor 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.

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).

Waiver

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.

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.

Severance

If any provision or part provision of this warranty 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.

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.

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 Scotland. Each party irrevocably agrees that the courts of Scotland 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.

Prorated Warranty Schedule

Years since purchase Percent of Purchase Price covered

Years 1	100%
Years 2-3	75%
Years 4-6	50%
Years 6-8	25%
Years 9-10	12.5%

Composite deck boards are specially formulated to very broadly resemble real wood decking. As a result, there may be slight differences in colour and grain pattern from board to board. This adds to the uniqueness of the product, and will in no way affect the performance of the product.

There are no other warranties that extend beyond the description on the face hereof. Warrantor does not make any implied warranty of merchantability or fit of the product for a particular purpose.

All notifications, claims or matters related to this warranty should be sent by post to:
BSW Sawmills Ltd.
Carlisle Sawmill
Cargo
Carlisle
CA6 4BA