

EVOTIMBER
 **COMPOSITE DECKING**

LIMITED WARRANTY INFORMATION

EVOTIMBER LIMITED WARRANTY DETAILS

Buyrite Enterprises Limited (“EvoTimber”) warrants to the original purchaser (“Purchaser”) that, for a period of twenty five (25) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application, under normal use and service conditions that the Decking Materials will be free from material defects in workmanship and materials, and will 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 EvoTimber product on an individual residence, and a ‘commercial application’ shall refer to any installation of the EvoTimber product other than on an individual residence. All warranties are subject to the exclusions, limitations and restrictions set forth below.

OBTAINING WARRANTY PERFORMANCE

If the purchaser discovers a defect in the EvoTimber Products during the term, the purchaser must, within thirty (30) days from the discovery of the alleged defect but no later than the end of the term, notify EvoTimber in writing, at the following address: Buyrite Enterprises Limited (TA EvoTimber), Unit 11, SQ2 Aerodrome Close, Loughborough, Leicestershire, LE11 5RJ, UK. The purchaser must include in this notification proof of purchase and a statement explaining the defect. EvoTimber may request additional information. After reviewing all information, EvoTimber will make a determination regarding the validity of such claim. If EvoTimber determines that the purchaser’s claim is valid, EvoTimber will, at its option, either replace the defective EvoTimber Products or refund the portion of the purchase price paid by the purchaser for such defective EvoTimber Products, as set out below (not including the cost of its initial installation). This warranty shall not cover, and EvoTimber shall not be responsible for, costs and expenses incurred with respect to the removal of the defective EvoTimber Products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the sole and exclusive remedy for breach of any warranty.

Residential Applications		Commercial Applications	
Time After Original Purchase	% Refunded	Time After Original Purchase	% Refunded
0-5 Years	100%	0-2 Years	100%
5-10 Years	80%	2-4 Years	80%
10-15 Years	60%	4-6 Years	60%
15-20 Years	40%	6-8 Years	40%
20-25 Years	20%	8-10 Years	20%
> 25 Years	0%	> 10 Years	0%

TRANSFER OF WARRANTY

For residential applications – this warranty may be transferred one (1) time, within a five (5) year period beginning from the date of original purchase by the purchaser, to a subsequent buyer of the property upon which the EvoTimber Products were originally installed. For commercial applications – the warranty is freely transferable to subsequent buyers of the property upon which the EvoTimber products were originally installed.

EXCLUSIONS FROM WARRANTY COVERAGE


EvoTimber 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: (1) improper installation of the EvoTimber Products and/or failure to abide by EvoTimber installation guidelines, including but not limited to improper gapping; (2) use of the EvoTimber Products beyond normal use, or in an application not recommended by EvoTimber guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the EvoTimber Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mould, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in colour of the EvoTimber Products; (6) normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured surfaces to, among other things, flake, chalk, or accumulate dirt or stains; (7) ordinary wear and tear or (8) improper handling, storage, abuse or neglect of the EvoTimber Products by the purchaser, the transferee or third parties. The purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the EvoTimber Products in connection with their use in any particular application.

DISCLAIMER OF WARRANTIES

Except for the express written warranty contained herein, EvoTimber makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealings, usage of trade, customer 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 hereby disclaimed, overridden and excluded from this transaction. Limitation of remedies and exclusion of consequential and incidental damages: EvoTimber's liabilities are limited solely and exclusively to the obligations specifically undertaken herein, and under no circumstances will EvoTimber be liable or obligated for any incidental consequential, indirect, special, punitive or any other damages of any kind whatsoever (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 foreseeable or unforeseeable, arising out of the breach of failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of mandatory application. EvoTimber's liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as 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, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Buyrite Enterprises Limited (TA EvoTimber) and the purchaser or permitted transferee. No agent, employee or any other party is authorised to make any warranty in addition to that made in this agreement and Buyrite Enterprises Limited (TA EvoTimber) shall not be bound by any such statements other than those contained in this warranty. This warranty shall only be applicable and enforceable in the United Kingdom. This warranty is effective for purchases made on or after May 1, 2023.

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Visit www.evotimber.com or email
enquiries@evotimber.com for more information