

Millboard® 5-Year Limited Structural Decking Warranty

1. About this warranty

Millboard decking products are manufactured from a wood-free blend of minerals and polymer resins, aimed at excluding many of the inherent defects found in timber products when used in the same way.

This document sets out important information about the warranty that we offer to the first owner of our Millboard decking products following installation. Please read this document carefully to ensure that you understand all of its terms and what you need to do to benefit from it.

Register your purchase online at www.millboard.co.uk/warranty-registration within 90 days of purchase to activate, and gain the benefit of, this warranty.

2. Information about us and how to contact us

We are The Millboard Company Limited, a company registered in England and Wales. Our company registration number is 06061318 and our registered office is at Unit A Castle Court, Bodmin Road, Coventry, CV2 5DB. Our registered VAT number is 980 6166 02.

You can contact us using the online form available at www.millboard.co.uk, by telephoning our customer service team on 024 7643 9943, or by writing to us at the address set out above.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you registered to activate your warranty.

3. What products does this warranty apply to?

This warranty applies to the following Millboard® branded wood-free decking products:

- Decking Board Enhanced Grain
- Decking Board Enhanced Grain SB
- Decking Board Weathered Oak
- Decking Board Lasta-Grip®
- Bullnose Board
- Fascia Board
- Flexible Bullnose Edging
- Flexible Square Edging

(the Goods). For the avoidance of doubt, this warranty does not cover any other goods or services that we supply.

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4. Who does our warranty apply to?

This warranty only applies to you if you are the first owner of the Goods following their first installation, or a permitted transferee of this warranty. The benefit of this warranty may be transferred to any third party who purchases or leases the property at which the Goods were first installed, provided that such purchase or lease is concluded within the Warranty Period (defined below).

5. What's covered?

5.1 We warrant that on the date of purchase, and for period of five (5) years from the date of purchase (**Warranty Period**), the Goods shall not, as a consequence of manufacturing defects:

- split or splinter along any grain boundaries; or
- rot from fungal decay,

when used under normal conditions as a decking board at the location where they were first installed.

5.2 This warranty is subject to the eligibility criteria set out in clause 3 and clause 4 above, and the restrictions and conditions set out below.

If you are a consumer, this warranty is provided in addition to your statutory rights as a consumer. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in this warranty affects your statutory rights.

If you are a business customer, the terms implied by sections 13 to 15 of the Sales of Goods Act 1979, and any other statutory implied terms relating to the quality of the Goods, are excluded to the fullest extent permitted by law.

This warranty will apply to any Goods which have been repaired or replaced by us under this warranty, but only for the remainder of the original Warranty Period. For the avoidance of doubt, our replacement or repair of any Goods under this warranty shall not extend the term of the warranty beyond the applicable Warranty Period.

6. What you must do to benefit from this warranty

To benefit from this warranty, you must:

- **Register your purchase within 90 days.** You must register your purchase online at www.millboard.co.uk/warranty-registration/ within 90 days of purchase to activate, and

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gain the benefit of, this warranty. This warranty shall not apply to you, and Millboard shall have no responsibility to you under this warranty, unless the Goods have been registered within 90 days of original purchase.

- **Ensure that the Goods are correctly installed.** You are responsible for ensuring that the Goods are correctly installed, in accordance with any current installation instructions provided by us including, without limitation, those contained in the Millboard Installation & User Guide (**the Installation & User Guide**). The current version of the Installation & User Guide is available for download at <https://millboard.co.uk/help-advice/installation-guides>. We are not responsible for the incorrect installation of the Goods, even if the installation is carried out by a professional installer recommended by us. If there is a problem caused by incorrect installation, please contact your installer directly.
- **Ensure that the Goods are properly used and maintained.** You are responsible for ensuring that the Goods are correctly used, and maintained, in accordance with any use and maintenance instructions provided by us including, without limitation, those contained in Installation & User Guide.

7. What's not covered?

The warranty covers the repair or replacement of the Goods if they do not comply with the terms of this warranty. It does not cover:

- Any subsequent installation of the Goods, for example where the Goods are uninstalled, transported to a new location, or otherwise re-installed or re-fitted.
- Any defect in the Goods arising from any drawing, design or specification supplied or provided to us by you, or any third party acting on your behalf, or failure to meet local building regulations.
- Any damage caused as a result of the Goods being incorrectly transported, handled or stored.
- Any defect in the Goods caused by incorrect installation, including any failure to install the Goods in accordance with instructions provided by us.
- Any defect in the Goods caused by neglect, or by failure to maintain the Goods in accordance with our recommendations and any instructions provided by us.
- Any defect in the Goods caused by wilful damage or abuse, your negligence or the negligence of any third party, accident, or by abnormal use or conditions including, without limitation, any use of the Goods other than for the purpose of external decking for normal pedestrian usage.

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- Misuse, alteration or repair of the Goods without Millboard's written approval.
- Movement, distortion or defect in, but not limited to, any subframe, mounting base, stand, support, buttress, fixing, railing or otherwise, howsoever caused.
- Any surface markings, fading, change in colour, staining, flaking, scratching, marking, or other surface damage to the Goods caused by any person, exposure to chemicals or other foreign substances, exposure to weather, sunlight, pollution and other environmental factors, or by any other factors beyond our reasonable control (such as any Acts of God).
- Ordinary wear and tear of the Goods including, without limitation, any wearing of detail or mouldings or other wear and tear affecting the surface finish of the Goods.
- Breakages caused by improper loading, insufficient support or impacts in excess of normal human pedestrian traffic.
- Any parts, materials or equipment other than the Goods and including, without limitation, any goods supplied by us which are manufactured by any third party.
- Failure to follow our instructions in the Millboard Product Installation Guide, including as to storage, cutting, improper gapping and sealing of the Goods, failure to use the fixings recommended by Millboard.
- Surface markings, movement, distortion or defect caused by, but not limited to, spiked shoes, or other sharp, pointed or jagged objects. Damage caused by excessive heat including, but not limited to, fire, hot coals from fire pits, barbeques or chimineas.

8. How to notify us of a Claim under this warranty

If you wish to make a claim under this warranty (**Claim**) you must:

- **Notify us in writing.** In order to make a Claim you must notify us in writing using the contact details provided above within 30 days of discovering the defect and within the Warranty Period.
- **Provide certain information to us.** You must provide us with such information as we may reasonably request to enable us to assess the validity of your Claim. This may include, without limitation, providing us with proof of purchase, photographs clearly showing the defect and surrounding environment, a detailed description of the defect, and/or the defective Goods (or a sample of them).

We may inspect the Goods on site. Any such visit may be chargeable to you if your Claim is not successful. We may obtain or require you to provide a sample of the alleged defective product, for further analysis.

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9. What we will do if your Claim is valid

In the event that you have a valid Claim under this warranty we will (at our option) either repair the Goods, replace the Goods, or refund to you the original purchase price paid by you for the Goods (excluding any costs paid by you for delivery, installation, or any other services or ancillary goods provided to you in connection with your purchase of the Goods).

This shall be your exclusive remedy under this warranty. For the avoidance of doubt Millboard shall not be responsible under this warranty for any costs, expenses or actions in relation to any installation, removal or disposal of the Goods except for in Millboard's sole discretion (and not unreasonably withholding or delaying) where Millboard may contribute, as far as is commercially reasonable, to the labour costs associated with the remedy of a valid Claim made within the Warranty Period under this warranty. If a repair or replacement of the Goods is provided, there shall be no requirement to re-register this warranty in respect of any repaired or replaced Goods.

In accordance with our policy of continuous improvement, the specifications of the Goods may vary over time, including changes to dimensions, colours and other features. If we choose to replace the Goods, we may substitute alternative similar Goods as available at that time. Such alternative Goods shall be of equal or better quality and be adequate to cover the dimensions of the total surface area affected.

If you are a consumer, this warranty is provided in addition to your statutory rights as a consumer. Nothing in this warranty affects your statutory rights.

10. Our liability to you (if you are not a consumer)

This clause 10 does not apply to you if you are a consumer.

Nothing in this warranty shall limit our liability for:

- Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- Fraud or fraudulent misrepresentation;
- Defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Save as set out above:

- we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising, for any loss of profit, or any indirect or consequential loss arising under or in connection with this warranty; and

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- Our total liability to you in respect of all other 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 original purchase price paid by you for the Goods (excluding VAT, and any costs paid by you for delivery, installation, or any other services or ancillary goods provided to you in connection with your purchase of the Goods).

11. Which laws apply to this warranty and where you may bring legal proceedings

This warranty is governed by English law and, unless you are a consumer, you may only bring legal proceedings in the English courts.

If you are a consumer living in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you are a consumer living in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

12. Applicability of this warranty

This version of the Millboard 5-Year Limited Structural Decking Warranty applies to purchases made between 09 August 2021 and the date on which this version is superseded by a later version.

Ref: 200323-50569963-5YR

[END]