



**NUSTONE PATIOS LTD**

## **COMPOSITE FENCING & DECKING LIMITED WARRANTY**

### **STATEMENT OF WARRANTY**

Valid from 01/09/2024

Nustone Patios Ltd. (Hereinafter "Nustone") warrants to the original purchaser ("Purchaser") that, for the period of time set forth in Table I below, when properly installed, used and maintained under normal use and service conditions and in accordance with Nustone's [Installation Guide](#), Nustone product from Nustone or an authorised Nustone product distributor/agent/dealer/importer set forth in Table I below (the "Product") shall perform as follows:

#### **Physical Integrity**

The Product 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.

#### **Fade Resistance**

The Product shall not experience colour fading due to exposure to light and weathering, as measured by a colour change of more than 5 Delta E (CIE) units from the original purchase date throughout the coverage term stated in Table I below.

While the Product is designed to resist fading, no material is fade proof when exposed to years of UV exposure and the elements. The Product is designed to resist fading under normal weather conditions and will not fade by more than the number of Delta E (CIE) units indicated above.

#### **Stain Resistance**

The Product shall be resistant to permanent staining resulting from spills of items that would typically be present in a residential garden or mould and mildew naturally occurring in the environment, provided that such substances are removed from the Product with soap and water within one (1) week of exposure to the surface or first appearance of the mould and mildew.

Notwithstanding the foregoing, Nustone does not warrant that the Product is stain-proof and does not warrant stain resistance resulting from spilt or otherwise applied substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, materials not covered in this stain resistance section of this Limited Warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal garden use items, and non-food and non-beverage substances, including but not limited to biocides, fungicides, plant food, bactericides, cement, concrete, mortar, stucco and coloured chalk. Mould and mildew can settle and grow on any outdoor surface, including this Product. You should periodically clean your deck to remove dirt and pollen that can feed mould and mildew. This Limited Warranty does not cover mould and mildew, which is not properly cleaned as provided above within one (1) week of first appearance.

### **RESIDENTIAL/COMMERCIAL APPLICATION**

#### **Residential Application**

For purposes of this Limited Warranty, a "residential application" shall refer to an installation of the Product on an individual residence, and a "commercial application" shall refer to any installation of the Product other than on an individual residence.

#### **Commercial Application**

Commercial application may refer to locations where the Product is installed that are (1) not occupied exclusively by a single-family homeowner, (2) used for income-producing purposes, or (3) used in a public or semi-public application, such as (but not limited to) an apartment building, house of worship, school, medical facility, senior living facility, government building, restaurant, hotel, etc.

### Transferability

With respect to a residential application, this Limited Warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Product was originally installed. With respect to a commercial application, this Limited Warranty is freely transferable to subsequent buyers of the property upon which the Product was originally installed.

### TERM OF LIMITED WARRANTY

The term of this Limited Warranty for a Product (the "Warranty Period") begins on the date of original purchase and shall be equal to the number of years set forth next to such Product in Table I below.

**Table I:**

Product Type	Residential Warranty Period (Years)	Commercial Warranty Period (Years)
Composite Fencing	10	5
Composite Decking	20	10

### MAKING A CLAIM

To make a claim under this Limited Warranty, Purchaser must do the following:

#### Claims Regarding Stain Resistance

If the Purchaser is making a claim relating to the Limited Warranty on stain resistance, the Purchaser must do as follows:

1. The purchaser must try to clean the affected area of the Product using standard cleaning procedures within one (1) week of the substance's exposure to the Product or the first appearance of mould and mildew.
2. If the affected area remains reasonably unsatisfactory after the Purchaser has tried these cleaning procedures, the Purchaser must have the affected area of the Product professionally cleaned at the Purchaser's expense.
3. If the affected area remains reasonably unsatisfactory after the professional cleaning, Purchaser may make a claim under this Limited Warranty, provided that such claim is made within thirty (30) days after the professional cleaning.

#### All Claims

The purchaser must notify Nustone of a warranty claim in writing no later than the end of the term at the following e-mail or address. Purchaser must provide proof of purchase, installation date, a description and photographs of the affected area of the Product, and, if the claim relates to the warranty on stain resistance, reasonable proof of compliance with paragraph 1 above. Nustone may request additional information.

#### Warranty Claim Resolution

After reviewing all information, Nustone shall make a determination regarding the validity of such claim. If Nustone confirms this Purchaser's claim as valid, Nustone's sole responsibility shall be, at its option, to either replace the defective products or refund the portion of the purchase price paid by the purchaser for such defective products. The Purchaser's recovery shall be prorated in the percentage listed in Table II below.

In Nustone's discretion and determination, Replacement Products will be as close in colour, design, and quality to the original Products as reasonably possible. However, Nustone does not guarantee an exact match as colours and designs may change. Nustone's obligation as to replacement shall further be limited to replacing with the styles and colours of the Product that are available at the time of the replacement.

**Table II:**

Product Type	Year of Claim (Residential)	Replacement Ratio (Residential)	Year of Claim (Commercial)	Replacement Ratio (Commercial)
Composite Fencing	1-2	100%	1	100%
Composite Fencing	2-4	60%	2	60%
Composite Fencing	4-6	40%	3	40%
Composite Fencing	6-8	20%	4	20%
Composite Fencing	8-10	10%	5	10%
Composite Decking	5-10	100%	1-2	100%
Composite Decking	10-12	80%	2-4	80%
Composite Decking	12-14	60%	4-6	60%
Composite Decking	14-18	40%	6-8	40%
Composite Decking	18-20	20%	8-10	20%

## EXCLUSIONS FROM WARRANTY COVERAGE

The Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Nustone, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of Nustone's [Installation Guide](#) are available at [Nustone.co.uk](http://Nustone.co.uk) or an authorised Nustone product distributor/agent/dealer/importer.

Any information or suggestion by Nustone with respect to the Products concerning applications, specifications or compliance with codes and standards, including building or safety codes, is provided solely for the Purchaser's convenient reference and is made without any representation as to accuracy or suitability. Purchaser must verify and test the suitability of any information with respect to the Products for Purchaser's specific application.

This Limited Warranty does not cover defects caused by:

**Exposure to Heat:** Direct or indirect contact with extreme heat sources (over 135°C/275°F) may cause fading and damage to the Product's surface, and any effects of such exposure are expressly excluded from coverage under this Limited Warranty.

**Surface Damage:** Never use metal shovels or sharp-edged tools to remove snow and ice from the product's surface. If the

surface is damaged or punctured, this Limited Warranty will be voided.

**Paint or Other Materials Applied to the Product:** If paint, solvents or other coating materials are applied to the Product, this Limited Warranty will be voided.

**Other Exclusions:** This Limited Warranty shall not cover any condition attributable to:

1. Improper installation of the Product and/or failure to abide by Nustone's [Installation Guidelines](#), including but not limited to improper structural support, fastening, ventilation or gapping;
2. Use of the Product beyond normal use or service conditions or in an application not recommended by Nustone's guidelines and local building codes;
3. Movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed;
4. Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mould, mildew, etc.), staining from foreign substances other than food and beverages or normal weathering;
5. Improper handling, transportation, storage, abuse (such as vandalism, intentional damage) or neglect (such as failure to provide reasonable maintenance) of the Product by the Purchaser, the transferee or third parties;
6. Decay caused by fasteners;
7. Ordinary wear and tear;
8. Repair or alteration;
9. Impact from objects;
10. Slight variations or changes in the colour of the Product;
11. Comparative discolouration of the Product due to overlay of a rug, mat, or other item precluding uniform exposure of the Product to sunlight and other elements or
12. Any cause other than manufacturing defects attributable to Nustone.

This Limited Warranty does not cover, and Nustone is not responsible for, costs and expenses incurred with respect to the removal of defective products or the installation of replacement materials, including, but not limited to, labour and freight.

This Limited Warranty does not cover Products donated, purchased on clearance, or at auction.

To the fullest extent permitted under the law, under no circumstances will Nustone be liable for any special, indirect, incidental, consequential, reliance, statutory, special, punitive or exemplary damages, including, but not limited to, lost profits, loss of use, loss of time, loss of revenues, inconvenience, loss of business opportunities, or damage to goodwill or reputation damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, even if advised of the possibility of such damages or such damages could have been reasonably foreseen in connection with, arising out of, or as a result of, the sale, delivery, installation, use or loss of use of the products sold hereunder, or for any liability of purchaser to any third party with respect thereto and Nustone's liability for non-personal injury claims with respect to defective product shall in no event exceed the replacement of such product or refund of the purchase price, as described above.

The limited warranties set forth herein are the only warranties made by Nustone in connection with these products. Nustone does not make any other warranties, implied or express, and disclaims all other warranties, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Nustone's sole obligation under this limited warranty shall be, at its option, the replacement of non-conforming products or a refund of the purchase price, as described above. Purchaser assumes all risk whatsoever as to the result of the use of the products purchased, whether used singularly or in combination with any other products or substances.

This Limited Warranty may not be altered or amended except in a written instrument signed by Nustone and Purchaser. No person or entity is authorised by Nustone to make, and Nustone shall not be bound by any statement or representation as to the quality or performance of Product other than as contained in this Limited Warranty.

**Nustone Patios Ltd.**