



UNIT 2A PHOENIX CENTRE, ROAD ONE,
WINSFORD INDUSTRIAL ESTATE,
WINSFORD,
CHESHIRE,
CW7 3PZ

This limited warranty applies to both residential and commercial use

PLEASE READ THIS WARRANTY CAREFULLY BEFORE YOU INSTALL ANY PRODUCTS FROM THE EXCEL DECKING RANGE, NOTING THAT YOU MUST COMPLY WITH CERTAIN INSTRUCTIONS RELATING TO INSTALLATION AND MAINTENANCE IN ORDER TO CLAIM UNDER THIS PRODUCT WARRANTY

Introduction

1 Excel Plastics Limited provides this product warranty and is a limited company registered in the United Kingdom with number 10189320. Its registered office is in Cheshire at the address shown above.

2. This warranty is provided to the immediate Buyer from Excel Plastics, for products within the Excel Plastics Decking Range, supplied for installation in a residential or commercial location located in the UK. It is not transferrable to any subsequent owner of the Goods.

3. The Excel Plastics Decking Range includes decking, balustrade, sub frame and supporting products

Terms In this warranty the following terms shall have the meanings set out below:

- ♣ “Buyer” means the immediate customer of Excel Plastics who has purchased the Goods.
- ♣ “Goods” means the products provided by Excel Plastics.
- ♣ “End User” means the owner of the property where the Goods are installed.
- ♣ “Manual” means the Excel Plastics Installation Guide version applicable at the time of installation of the Goods.
- ♣ “Warranty” means the limited warranty given to the Buyer by Excel Plastics at the time of purchase as set out according to the terms of this document.
- ♣ “Purchase Date” means the date on which the Goods were purchased from Excel Plastics.

Our Promise

5. Physical Integrity - polymer: Excel Plastics warrants to the Buyer that all polymer Goods will not rot, warp or split and will maintain their physical integrity - for a period of 10 years from the date of purchase.

6. Physical Integrity – steel and aluminium: Excel Plastics warrants to the Buyer that all steel and aluminium Goods will maintain their physical integrity – for a period of 10 years from the date of purchase.

7. Colour Performance: Excel Plastics warrants to the Buyer that the polymer Goods associated with the following systems will be resistant to colour change from light and weather exposure as detailed below:

System	Colour	Warranty
Deck board 172mm	All	0 - see note 1
Foiled products	All	10 years – see note 2

1 Raw material suppliers do not offer a colour warranty on these materials. Whilst naturally over time there will be some oxidation on the surface of these Goods due to natural weathering, the product will retain its full physical integrity warranty as detailed in section 5.

2 The contrast according to NF EN 20105 A02 will not be below level 3, when compared to an unexposed control sample. All foiled handrails must include steel inserts to be eligible for warranty claims. And all foiled products must be kept outside of direct sunlight until installation.

Conditions This Warranty is given by Excel Plastics subject to the following conditions:

9. Installation - Excel Plastics will accept no liability in respect of any defect arising from improper installation caused by failure to follow Excel Plastics instructions.

10. Maintenance - Excel Plastics will accept no liability in respect of any defect arising from improper maintenance caused by failure to follow Excel Plastics instructions

11. Re-installation Excel Plastics will accept no liability in respect of any defect arising from the re-installation of the Goods. For the avoidance of doubt this means that the Warranty is valid for the first installation of the Goods and not in respect of any subsequent installation, including but not limited to instances where the Goods are transported to a new location or re-fitted.

12. Misuse - Excel Plastics will accept no liability in respect of any defect arising from wilful damage, abuse or neglect by the Buyer, End User or any third party.

Exclusions

13. All claims under this Warranty will be invalid if any one or more of the following apply:

- ♣ You or the End User does not comply with the Conditions laid out in sections 9-12.
- ♣ The Goods have been installed on land or a supporting structure that is not stable, moves, collapses or is susceptible to distortion or land subsidence.
- ♣ The Goods have been improperly handled or stored before installation.
- ♣ Your claim relates to damage caused by use of the Goods beyond normal use and/or conditions (as reasonably determined by Excel Plastics).
- ♣ Your claim relates to ordinary wear and tear of the Goods including but not limited to the wearing of embossed patterns, scratching and gouging, including any surface markings caused by (but not strictly limited to) spiked shoes, furniture or any other sharp, pointed or jagged objects.
- ♣ Your claim relates to damage caused by (but not strictly limited to) fire, hot coals from fire pits, barbeques, chimneys and other hot items.
- ♣ Your claim relates to discolouration caused by the use of a rubber-backed mat.
- ♣ Your claim relates to discolouration caused by the use of sun cream or related products.
- ♣ Your claim relates to damage caused by the use of cleaning chemicals and solvents including (but not limited to) bleach used in close proximity to the Goods.
- ♣ The Goods have been damaged by animals including but not limited to pets, wildlife and vermin.

- ♣ Your claim relates to any Acts of God, e.g. lightning, hurricane, fire, flooding, earthquake, windstorm or other natural disaster; environmental or air pollution and weathering conditions.
- ♣ You have not paid for the Goods in full.
- ♣ The Goods have been installed outside of the UK.

14. Excel Plastics does not warrant Goods to be completely stain-proof, as no polymer material can claim to be stain-proof. Stains can result from substances that are not properly cleaned off immediately. Stains are excluded from the colour warranty.

15. The Warranty does not extend to Goods not supplied by Excel Plastics

16. Making a Claim

A claim by the Buyer which is based on any defect in the quality or condition of the Goods under this Warranty must be notified to Excel Plastics in writing to admin@excelplastics.co.uk or the postal address above. The correspondence must include the following:

- installation date
- address of installation
- proof of purchase
- company name and address of installers (if applicable) with contact details
- photographs of the defect
- a detailed description of the defect,

Claims must be made within 30 days after discovery of the defect and within the Warranty time limit.

Excel Plastics and its agents reserve the right to inspect the Goods on site (this visit may be chargeable should the claim fail) or request a sample be sent of the alleged defective product. After reviewing all the information, Excel Plastics will tell you whether the fault falls within the scope of this Warranty. Where a valid claim in accordance with this Warranty is upheld, Excel Plastics may:

16.1) choose to resupply the Goods (or the part in question) free of charge;

16.2) choose to repair the Goods (or the part in question) free of charge;

16.3) For the avoidance of doubt, Excel Plastics shall not be liable for any costs, expenses or actions in relation to any installation, removal, disposal and/or replacement of the Goods.

17. Product Substitution - The specifications and technical designs of Excel Plastics products may vary over time, including changes to dimensions, colours and other technical features. If Excel Plastics chooses to resupply Goods in accordance with clause 16.1, it 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. Excel Plastics cannot warrant an exact match to existing Goods as new products will not be weathered.

18. Liability

Except in respect of death or personal injury caused by Excel Plastics negligence, Excel Plastics will not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract of sale, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Excel Plastics, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of Excel Plastics under or in connection therewith shall not exceed the uninstalled price of the Goods, except as expressly provided in this Warranty.

19. Governing Law

This Warranty is governed by and interpreted in accordance with the laws of England and Wales. The relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Product Warranty.

20. Your Legal Rights

You have legal rights in relation to the Goods (such as under the Consumer Rights Act 2015) which are also known as 'statutory rights', and these are not affected by this Product Warranty.