

## **10 YEAR PERFORMANCE WARRANTY**

eDecks guarantees that its plastic balustrade profiles will not suffer from structural failure resulting from fungal decay, termites, rotting, splintering or splitting for a period of 10 years from the date of purchase, provided that the profiles have been installed in accordance with the eDecks Installation Guide and have been subjected to normal use and service conditions, If a fault occurs with the profiles within the guarantee period, then the purchaser must notify the Company in writing within 28 days of the discovery of the fault.

- To make a claim under this warranty, the original purchaser shall send eDecks, a description of the fault, proof of purchase and photographic evidence to the customer care department.
- eDecks will investigate the fault and, if necessary, appoint a representative to inspect the profiles
- If the profiles are found to be at fault, eDecks will at its own discretion, replace the affected profiles or refund a percentage of the original pro rata purchase price of the affected profiles. This is the sole and exclusive remedy provided eDecks under this guarantee.
- eDecks will not be responsible for any consequential losses, nor initial or subsequent installation or removal costs.
- This warranty is non-transferable
- eDecks does not warrant against and is not responsible for, any condition attributable (but not limited) to:

- Improper installation and/or failure to abide by the installation & maintenance guidelines contained within any of the Company's product literature.
- Use of the profiles in an application not recommended by the Company or a use which contravenes Building Regulations.
- Movement, distortion, settling or collapse of the ground or supporting structure upon which the profiles are installed.
- Any act of God (i.e. Earthquake etc.) or environmental act (pollution fallout etc.)
- Variations or changes in colour of the product.
- Faults due to improper handing or storage of the product.

If there is any dispute over a claim, the decision of the Company is final and binding. In addition to the foregoing the company's standard terms of business shall apply.

This Guarantee shall be construed and interpreted in accordance with English law and shall be subject to the jurisdiction of English courts only.

This Guarantee does not affect your statutory rights.