



## HD Fence® Residential Product **Limited Warranty**

**PLEASE READ THIS PRODUCT WARRANTY CAREFULLY BEFORE YOU INSTALL THE PRODUCT. IN PARTICULAR, PLEASE NOTE THAT YOU MUST COMPLY WITH CERTAIN INSTRUCTIONS RELATING TO ITS INSTALLATION AND MAINTENANCE TO BE ABLE TO CLAIM UNDER THIS PRODUCT WARRANTY. YOUR ATTENTION IS ALSO PARTICULARLY DRAWN TO PARAGRAPHS 7 TO 12 RELATING TO OUR LIABILITY UNDER THIS WARRANTY.**

### **Introduction**

1. We, Composite Prime® Limited, provide this Product Warranty. We are a limited company registered in England & Wales with number 09870490 and our registered office is at 10-12 The Grove, Ilkley, LS29 9EG, United Kingdom.
2. This Product Warranty is provided to the person who purchases the HD Fence® wood-plastic composite product (the "**Product**") from one of our authorised distributors, stockists or agents, for installation in their residential home located in the UK ("**you**"). It is not transferable to any subsequent owner of your home.
3. For the purposes of this Product Warranty, the "Product" does not include the posts, fixings and other accessories which are ancillary to the wood-plastic composite product ("**Accessories**"). Accordingly, this Product Warranty does not include or extend to the Accessories.

### **Registering your Product - IMPORTANT**

4. You must register your Product with us within 45 days of buying it, otherwise you will not be able to claim through this Product Warranty in the future. You can register your Product through our website <https://www.composite-prime.com/> by completing and submitting the product warranty registration form, answering some questions, and uploading some photos of your installed Product. If you do not do this within 45 days of buying your Product, you will not have the benefit of this Product Warranty in the future.

### **What we promise about the Product**

5. We warrant to you that the Product will be free from material defect in workmanship and materials and shall not split, splinter, rot or suffer structural damage from fungal decay.
6. Please note that the Product will vary slightly in colour; this Product Warranty does not cover these variations in colour, colour fade or discolouration. The Product is expected to weather naturally for its first full seasonal cycle before the colour pigments stabilise.

### **Warranty period**

7. This Product Warranty shall be valid for:
  - 20 years from the date that you purchased HD Fence®.

### **What we will do if you have a claim under this warranty**

8. Our liability for breach of the warranty at paragraph 2 above shall be to replace a proportion of the Product, the size of that proportion depending upon when you claim, as follows: 2 years or less = 100%, more than 2 years but less than 5 years = 80%, more than 5 years but less than 7 = 60%, more than 7 years but less than 9 = 40%, more than 9 years but less than 10 = 20%, and more than 10 years but less than 20 = 10%.
9. We will not be responsible for any costs or expenses incurred with respect to the removal of any or all of the defective Product or the installation of the replacement product and materials, including but not limited to the cost of labour, haulage and freight.
10. Paragraph 8 sets out our entire liability for failure of the Product to meet this warranty. You shall only be entitled to a replacement of the whole or part of the Product, not a refund.
11. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for:
  - losses that:
    - were not foreseeable to you and us when you bought the Product; or
    - that were not caused by any breach on our part;
  - business losses; and
  - losses to non-consumers.
12. In no circumstances shall our liability under this Product Warranty exceed the replacement value of the defective part of the product.



# HD FENCE®

## HD Fence® Residential Product **Limited Warranty**

### Exclusions

13. You are not entitled to claim under this Product Warranty if any one or more of the following apply:
- You do not register your Product with us within 45 days of buying it, as explained in paragraph 4.
  - You do not comply with the instructions and/or guidelines which are supplied with the Product or are available on our website ([www.composite-prime.com](http://www.composite-prime.com)) or any other instructions or guidance provided to you by us, the manufacturer, a reseller or the outlet from which you purchased the Product.
  - Your use of the Product is considered by us (acting reasonably) to be beyond normal use and/or service conditions.
  - Your use of the Product is not recommended by us or UK building codes and practices.
  - The Product has suffered damage caused by an Act of God (such as flooding, hurricanes or earthquakes) or war.
  - Your claim relates to staining of the Product by foreign substances such as oil, fat, grease, chemicals or any other substance introduced to the Product or caused by organic matter such as mildew that's been allowed to grow on the product.
  - Your claim relates to normal weathering of the Product, including but not limited to that caused by exposure to sunlight, weather and atmosphere, each of which may cause the coloured surface to fade.
  - The Product has been improperly handled or stored, or abused or neglected. HD Fence™ must be stored on a flat solid surface. HD Fence™ should not be stored on rack or rail systems.
  - The Product has been modified or otherwise treated in a manner not intended by us, including but not limited to mitre and bevel cuts and routing.
  - Your Product has suffered decay caused by metal fasteners.
  - Your claim relates to ordinary wear and tear of the Product including but not limited to scratching and gouging.
  - You have wilfully neglected the Product.
  - The Product has been damaged by animals including but not limited to pets, wildlife and vermin.
  - The Product has been installed on land or a supporting structure that is not stable, moves, collapses or is susceptible to distortion or land subsidence.
  - You have not paid for the Product in full.
  - The Product has been installed outside of the UK.

### Making a claim

14. If you have a claim under this Product Warranty your report must be submitted to the company/retailer the product was purchased in writing and include a minimum of two photos showing the extent of the problem within 30 days of the date that you discover the fault with the Product, and in any event no later than the end of the Warranty Period referred to in paragraph 7 above.
15. You will be required to complete a form and your claim must include the following:
- original proof of purchase of the Product
  - detailed statement explaining the defect
  - date of installation
  - address of installation
  - company name and address of installers of the Product
  - photographs of defect
  - photographs of the installation
  - photographs of the failed Product in situ
16. We may request further information from you and/or ask to visit your home to view the Product and assess it further. After reviewing all information, we will tell you whether the fault falls within the scope of this Product Warranty. If it does, we will make arrangements with you to provide the relevant whole or part replacement.

### Governing law and jurisdiction

17. This Guarantee 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.

### Your legal rights

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