

This warranty applies to the following products:

1. Composite Decking Boards WPC/BPC
2. WPC Composite cladding

The manufacturer warrants to the original purchaser (“Purchaser”), for the period of ten (10) years from the date of purchase, under standard use and service conditions that: products shall not split, splinter, rot or suffer structural damage from termites or fungal decay.

If a Purchaser discovers a defect with the product within the warranty period, the Purchaser shall notify the supplier in writing to the following email address: support@noyeks.ie

The manufacturer reserves the right to request additional information in connection with the warranty claim. If the manufacturer determines the Purchaser’s claim is valid upon confirmation by an authorised manufacturer representative of the defect, the manufacturer’s - sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by the Purchaser for such defective item, as set out below (not including the cost of its initial installation or delivery). This warranty shall not cover, and the manufacturer shall not be 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 delivery. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**

If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser’s recovery will be prorated as indicated below. If the manufacturer is providing replacement materials, it may elect to replace the percentage listed below of products if the manufacturer is refunding the purchase price, it may elect to refund the percentage listed below of the original purchase price of the products.

Years	Refund
0-2 years	80%
2-4 years	60%
4-5 years	40%
5-6 years	20%
6-8 years	10%
8-10 years	5%

The manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to:

(1) Improper installation of products and/or failure to abide by installation requirements as set out in our Composite decking [Important Information](#), including but not limited to improper gapping; joists laid at more than 25-35cm centres wrong fixings etc.

(2) Use beyond normal use and service conditions, or in an application not recommended by local building regulations etc.

(3) Movement, distortion, collapse or settling of the ground or the supporting structure on which products are 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 (such as dirt, grease, oil, chemicals, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any coloured surface to gradually fade, lighten, chalk, or accumulate dirt or stains);

(5) Variations or changes in colour of products;

(6) Expansion or contraction;

(7) Improper handling, storage, abuse or neglect of products by Purchaser or third parties;

(8) Any products that have not been paid in full; or

(9) Ordinary wear and tear.

No person or entity is authorized by the manufacturer to make and the manufacturer shall not be bound by any statement or representation as to the quality or performance of products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by the manufacturer and Purchaser.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, THE MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. UNDER NO CIRCUMSTANCES WILL THE MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND THE SUPPLIER LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

The exclusion or limitation of incidental or consequential damages is not allowed in some nations, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from nation to nation. Consumers have legal rights under applicable national legislation governing the sale of consumer goods. This warranty does not affect those rights.