



Agriligna (Pty) Ltd

## ECOWOOD® DECKING 10-YEAR LIMITED WARRANTY

### Statement of Warranty:

This warranty is given to the original purchaser ("Purchaser"), of ECOWOOD® composite decking materials. This warranty does not extend to fasteners that are not supplied by Agriligna. Agriligna (Pty) Ltd ("Agriligna") warrants to Purchaser that, for a period of ten (10) years from the date of the original purchase, (the "Term"), under normal use and service conditions, that: the Decking Materials will be free from material defects in workmanship and materials, and will not check, split, splinter, rot or suffer structural damage from termites, fungal decay or as a result of exposure to ocean air (salt spray). All warranties are subject to the exclusions, limitations and restrictions set forth below.

### Obtaining Warranty Performance:

If Purchaser discovers a defect in the ECOWOOD® Products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but **no later than the end of the Term**, notify Agriligna in writing, at the following address:

Agriligna (Pty) Ltd  
P O Box 4487  
NYLSTROOM, 0510

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Agriligna may request additional information. After reviewing all information, Agriligna will make a determination regarding the validity of such claim. If Agriligna determines that Purchaser's claim is valid, Agriligna will, at its option, either replace the defective ECOWOOD® Products or refund the portion of the purchase price paid by Purchaser for such defective ECOWOOD® Products (not including the cost of its initial installation). This warranty shall not cover, and Agriligna shall not be responsible for, costs and expenses incurred with respect to the removal of the defective ECOWOOD® Products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY**.

### Transfer of Warranty:

This warranty may be transferred one (1) time, within the ten (10) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the ECOWOOD® Products were originally installed.

### Exclusions from Warranty Coverage:

Agriligna 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 the ECOWOOD® Products and/or failure to abide by ECOWOOD®'s installation guidelines, including but not limited to improper gapping;
- (2) use of ECOWOOD® Products beyond normal use, or in an application not recommended by the ECOWOOD® installation guidelines and local building codes;
- (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the ECOWOOD® Products are installed;
- (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.);
- (5) variations or changes in colour of ECOWOOD® Products;
- (6) normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured surfaces to, among other things, flake, chalk, or accumulate dirt or stains;
- (7) improper handling, storage, abuse or neglect of the ECOWOOD® Products by Purchaser, the transferee or third parties;
- (8) any fasteners screwed or nailed through the ECOWOOD® Products;

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the ECOWOOD® Products in connection with their use in any particular application.

### Limitations:

**DISCLAIMER OF WARRANTIES:** EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, AGRILIGNA 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.

**LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** AGRILIGNA'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, **AND UNDER NO CIRCUMSTANCES WILL AGRILIGNA BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER** (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 FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. AGRILIGNA'S 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.

### Miscellaneous:

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Agriligna and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Agriligna shall not be bound by any such statements other than those contained in this warranty.

This warranty shall only be applicable and enforceable within the SADEC region.

This warranty is effective for purchases made on or after 1 October 2009.