



WARRANTY COVER

This warranty covers all The Composite Co. decking products for a period of three (3) years from the date of the original consumer purchase on any of the (Hollow-Core Decking Range) & a period of Fifteen (15) years from the date of the original consumer purchase on any of the (Solid-Arch Decking Range) from The Composite CO. product distributor.

The Composite Co. (“Warrantor”) warrants all the Decking will not, splinter, rot or suffer structural damage from fungal decay when used in conjunction with an above ground application in a residential or commercial structure, under normal residential and commercial use and is installed and maintained according to manufactures guidelines.

Purchaser’s sole remedy for any claim whatsoever arising out of the purchase, use, storage or possession The Composite Co. Decking products (whether such claim arises is contract, warranty, strict liability or otherwise), including without limitation any claim that The Composite Co. products failed to perform as warranted above, shall be replaced with new The Composite Co. product in an amount equal to the volume of the defective material. Replacement material will be provided that is as close as possible in colour, design and quality to the original installation but we cannot guarantee an exact match as colours and designs will change. Warrantor may elect to refund the percentage of the original purchase price in lieu of replacing the product.

To obtain replacement, the original owner should send this warranty certificate, copy of original invoice and photos of the issue to be address at the bottom of this document. Such invoice must be from an authorised The Composite Co. product dealer or professional installer, and must show (1) the date of purchase, and (2) that sufficient The Composite Co. product has been purchased to cover the number of lineal feet claimed to be damaged.

Warrantor shall not be liable for installation, removal or reinstallation costs or for any indirect , punitive, exemplary or consequential damages of any kind The Composite Co. does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to; (1) improper installation of The Composite Co. products and/or failure to abide by The Composite Co. installation guidelines, including but not limited to improper gapping; (2) use of The Composite Co. products beyond normal residential and commercial use , or in an application not recommended by The Composite Co. guidelines and local building codes; (3) movement, distortion, collapse or setting of the ground or the supporting structure on which The Composite Co. products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lighting etc); (5) environmental condition such as air pollution, mould, mildew etc; (6) normal weathering defined as natural efflorescence which will cause any coloured surface to gradually fade; (7) variations or changes in colour of The Composite Co. products; (8) improper handling, storage, abuse and neglect of The Composite Co. products by the Purchaser or third parties; (9) ordinary wear and tear; (10) any fasteners not supplied or approved by The Composite Co.

1. The following terms and conditions preside over all sales, agreements and transactions with The Composite Co. All The Composite Co product installation can be found on www.thecompositecompany.co.za.
2. The customer complies with the instructions and specifications shown in The Composite Co. product installation guides.
3. Sticking to the specifications and instructions shown in The Composite Co. product installation guides is essential to the normal function and working operation of the products.
4. Should any defect or fault arise due to failure to comply with the specifications and instructions shown in The Composite Co. product installation guide, The Composite Co. will not be liable.
5. No warranty, implied or express regarding the suitability of the products supplied for any purpose whatsoever other than those governed by The Composite Co. product installation guides are given by The Composite Co.
6. In the event that the instructions and specifications described in the product installation guides are not fulfilled and a claim is made by an end user of any nature whether or not the claim is made in terms of the ambit of the Consumer Protection Act of 2008, The Composite Co. will not be held liable against any such claim.
7. The standards of fair dealings and good faith will apply. The Composite Co. will strive to avoid errors and provide information which is true. Any innocent error made or inaccurate information provided will not bind The Composite Co.
8. Unless specified in writing by The Composite Co. all quotations will remain valid for a period of 30 (thirty) days from the issue date or until the day of issue of a new price list, whichever occurs first.
9. The Composite Co. quotations and offers are subject to the availability of stock or services and subject to correction, such corrections will be based on the availability of stock or services or correction of good faith errors by The Composite Co.
10. All orders awarded to The Composite Co. will only be deemed received when the customer's obligations have been met. If this obligation is a payment, then the order will be considered received on the day that this payment is cleared in The Composite Co. bank account.
11. It usually takes 7(Seven) days from the date of order confirmation to deliver the stock or service.
12. The Composite Co. will not be bound by the times quoted for deliveries and performance as they are estimates and time will not form part of any agreement unless specifically stated otherwise.
13. A cancellation fee of 10%(ten percent) will be charged on sales agreement which is cancelled by the customer.
14. All materials returned to The Composite Co. will be charged 10% (ten percent) handling fee.
15. The Composite Co. will only accept returns at its warehouses
16. The Composite Co. will only accept returns which are accompanied by a The Composite Co. invoice for the particular goods to be returned.
17. The Composite Co. reserves the right to refuse to accept any returns at its sole discretion.
18. The Composite Co. will not allow any returns or claims on all materials which have not been paid for.
19. The Composite Co. at its sole discretion reserves the right to refuse to accept returns on goods which have been manufactured for a customer or an order on a specific basis.
20. It is The Composite Co. duty to ensure that the goods manufactured conform to the specifications or drawing, in the event where goods are manufactured to specification or drawing;
21. The customer has a responsibility to ensure that the specification or drawing is correct in the event where goods are manufactured to specification or drawing. Whether the specification or drawing is produced by The Composite Co. or otherwise;
22. The Composite Co. in the event of a specific sales agreement entered into, and The Composite Co. agrees to reserve any material(s) against any offer or payment from the customer, then The Composite Co. will reserve such materials for a period of no longer than 30 (thirty) days from the agreement.
23. It is the customer's duty to determine that the products or services ordered are suitable for the purposes of intended use.
24. Any damages arising from abuse, misuse, neglecter & negligent installation of products under any circumstances, The Composite Co. will not be liable
25. The Composite Co. will not be held responsible for colour variations in goods supplied or offered.
26. The Composite Co. Products may become discontinued, superseded, replaced or otherwise become unavailable.

27. The customer will have no claim against The Composite Co. for any losses caused to or experienced by the customer in the case that a product cannot be supplied by The Composite Co.
28. Any imperfections in the materials or work due to defects in or the unsuitability of any material, equipment or any extraneous factors which are not supplied by The Composite Co., The Composite Co. will not be liable.
29. In case of (but not restricting this condition to these instances): inability to secure labour, electricity supply, materials, raw materials supplies or by reason of a God, war, civil disturbance, riot, state of emergency, strike lockout or other labour disputes, fire, flood, drought, storm conditions, the sinking or otherwise delay of an ocean going vessel or any other transport delays, legislation or act of law, any orders will be subject to cancellation by The Composite Co. In such an instance, The Composite Co. will not be held responsible for any damages or a claim of any nature.
31. All completed product(s) will be dispatched or must be collect by the customer when ready or on the delivery date determined by the sales agreement and the customer will not refuse or delay to take the delivery.
32. Immediately upon delivery, the customer should ensure that the products and services appearing on The Composite Co. delivery note, tax invoice or other documentation, correctly represents the products, or services and prices agreed to and that they are free of defects.
33. In the event that the customer is not present at the delivery address when the delivery takes place, The Composite Co. or its agents or any transport company contracted to conduct the delivery, may deliver the goods to any street or place adjacent to the delivery address. Delivery will be carried out at the sole risk of the customer whether the street or place is private or public and whether it is secured or not. Such a delivery will be considered as complete and proper fulfilment of The Composite Co. obligations in terms of the sales agreement.
34. All signed delivery note, invoice or a waybill by the customer or a third party engaged to transport the products, and held by The Composite Co. shall be conclusive proof that delivery was made and completed.
35. The Composite Co. will not allow any claims arising from a third party being engaged to transport goods on the customer's behalf.
36. On delivery, all the risks of damage to or destruction or theft of products shall pass to the customer.
37. All goods remain the property of The Composite Co. until full and final payment is received.
38. All costs for product certification and compliance, required by the customer are borne by the customer.
39. In the event of The Composite Co. retrieving its property, The Composite Co. will not be held responsible for losses or damages suffered by a customer.
40. All risks associated with EFT(electronic funds transfer) rests with customer.
41. Any amount paid by EFT will only be deemed as received on the day that the effects of the payment have cleared.
42. The Composite Co. does not except cheque payments under any circumstances.
43. The Composite Co. will only release any goods until the effects of the payment for the goods have cleared.
44. The Composite Co. will not be liable for any substantial damages including loss of profit for any omission, commission, failure to act or negligent act wilful or not.
45. The enforceability or plausibility of anyone part of these terms and conditions will not affect the plausibility and enforceability of any other part of these terms and conditions or these terms and conditions as a whole.

THE COMPOSITE COMPANY PTY LTD

127 Smit Street, Fairland, Johannesburg, 2170