



TERMS, CONDITIONS
PROCEDURES & WARRANTY
2022



TERMS & CONDITIONS

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FITRITE FENCING & DECKING LIMITED - CONDITIONS OF SALE

1 Definitions

1.1 In these Conditions:

"Buyer" means the person or body corporate who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

"Goods" means the goods (including any instalment of the goods or any part or parts of or for them) which the Seller is to supply in accordance with these Conditions.

"Seller" means Fitrite Fencing & Decking Limited of Head Office Unit F Parkside Business Park, Spinners Rd, Doncaster DN2 4BL.

"Conditions" means the standard terms and conditions of sale set out herein and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"Contract" means the contract for the purchase and sale of the Goods.

"Writing" includes telex, cable, facsimile transmission, e-mail and comparable means of communication.

"Ex-works" the Buyer must take delivery at the exporter's factory and pay all the costs of freight, insurance and other expense items to get the Goods transported from the supplier's factory to their overseas destination.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 Acceptance of these terms implies consent to divulge known credit and payment experiences with third parties.

2 Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in all cases to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, body corporate or other third party (incorporated or otherwise) which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the specifications of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specifications, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.



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4 Price of the goods

- 4.1 The price of the Goods shall be either the Seller's written quoted price, errors and omission excepted, or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 Terms of payment

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2 The Buyer shall pay to the Seller the price of Goods as shown in the Seller's invoice and in accordance with any payment schedule specified by the Seller. All payments shall be made in cleared funds in to such bank account as the Seller may specify.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
- 5.3.1 Cancel the Contract or suspend any further deliveries to the Buyer; and
- 5.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 5.3.3 Charge the Buyer interest from the date of the invoice(s) at the rate of 4 per cent per annum above the base rate of HSBC Bank PLC, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Seller, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6 Delivery

- 6.1 Delivery of the Goods shall be made by either:-
- 6.1.1 The Buyer collecting the Goods at the Seller's premises at any time after the Seller informs the Buyer that they are ready for collection; or
- 6.1.2 The Seller delivering the Goods to the Buyer's premises or any other place agreed in writing by the Seller and the Buyer. Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.3 Where the Goods are to be delivered in instalments, each deliver shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods and for the avoidance of doubt shall not extend to indirect or consequential loss.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:-
- 6.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 6.5.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage, insurance and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.



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- 7 Risk and property
- 7.1 Risk of damage to Goods, or loss of the Goods shall pass from the Seller to the Buyer as follows:-
- 7.1.1 On collection from the Seller's premises or upon the Seller notifying the Buyer the Goods are available for collection from the Seller's premises; or
- 7.1.2 Upon delivery to the Buyer's premises or such place requested by the Buyer and agreed by the Seller, or
- 7.1.3 If the Buyer fails to take delivery of the Goods upon the Seller tendering delivery to the Buyer.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 8 Warranties and liability
- 8.1 Subject to the conditions set out below and the terms of the Seller's Twenty year guarantee provided by the Seller to the Buyer with the Goods, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of ten years from the date of their initial use or ten years from delivery, whichever is the first to expire.
- 8.2 The above warranty is given by the Seller subject to the following conditions:-
- 8.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 8.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's operating and/or maintenance instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 8.2.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 8.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller or to a maximum of ten years in accordance with these terms and conditions, whichever is the lesser;
- 8.2.5 The Seller shall be under no liability in respect of any defect in the Goods arising from any loading or unloading of the Goods, whether by an employee or agent of the Seller or otherwise and the Buyer shall indemnify the Seller in respect of any liability arising as a result thereof;
- 8.2.6 The Seller shall be under no liability in respect of any loss, direct or otherwise, arising as a result of the incorrect, defective or negligent installation of the Goods.
- 8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.
- 8.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Sales department within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. The Buyer is responsible at all times for the return to the Seller's place of business of any Goods which are the subject of any defect, subject as follows:-
- 8.5.1 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled either to repair or replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer;
- 8.5.2 In respect of any Goods which are repaired or replaced in part under the provisions of clause 8.6.1 hereof ("Part Replacements") the guarantee period as defined in clause 8.1 hereof shall not in respect of such Part Replacements recommence from the date of such repair or replacement but shall be limited to the time remaining of the guarantee period attributable to the original supply of the Goods;
- 8.5.3 The provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under the Act to enforce any term of the contract.



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- 8.6 Except in respect of death or personal injury caused by the Seller's negligence or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any direct or indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply, non supply or late supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.
- 8.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as (but not limited to) causes beyond the Seller's reasonable control:-
- 8.7.1 Act of God, explosion, flood, storm, tempest, fire or accident;
- 8.7.2 War or threat of war, sabotage, insurrection, terrorism, civil disturbance or requisition;
- 8.7.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, regulatory or local authority;
- 8.7.4 Import or export regulations or embargoes;
- 8.7.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);.
- 8.7.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 8.7.7 Power failure or breakdown in machinery.
- 9 Indemnity
- 9.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by or on behalf of the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:-
- 9.1.1 The Seller is given full control of any proceedings or negotiations in connection with any such claim;
- 9.1.2 The Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
- 9.1.3 Except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- 9.1.4 The Buyer shall do nothing which would or might vitiate or invalidate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
- 9.1.5 The Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- 9.1.6 Without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.
- 10 Intellectual Property
- 10.1 The Seller authorises the Buyer to apply to the Goods the registered trade mark of the Seller and such application shall not infringe the Seller's intellectual property (meaning any patents, copyright, registered design or unregistered design rights, and application for any of the foregoing, any rights in respect of confidential information and any other intellectual property right) for the purposes of exercising its rights and performing its obligations under this Agreement.
- 10.2 The Buyer shall have no rights in relation to any trade mark or other intellectual property of the Seller except as specified in this Agreement.
- 10.3 The Buyer shall use the trade marks on or in relation to the Goods in the manner specified by the Seller from time to time but not otherwise.
- 10.4 All art works applied by the Seller from time to time for use in relation to the Goods or their labelling or packaging, and all intellectual property in respect of it, shall belong exclusively to the Seller.
- 10.5 The Buyer shall at the request and expense of the Seller take all such steps as the Seller may reasonably require to assist the Seller in maintaining the validity and enforceability of any intellectual property and trade marks and shall enter into such formal licences as the Seller may reasonably request for this purpose. The Buyer shall not represent that he has any title in or right of ownership to any trade marks or do or suffer to be done any act or thing which may in any way impair the rights of the Seller in any trade marks or bring into question the validity of its registration.
- 10.6 The Buyer shall promptly and fully notify the Seller of any actual or threatened infringement of any of the intellectual property or trade marks which comes to the Buyer's notice or which the Buyer suspects has taken or may take place.



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- 11 Insolvency of buyer
- 11.1 This clause applies if:-
- 11.1.1 The Buyer makes any voluntary agreement with its creditors or (being an individual firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 11.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 11.1.3 The Buyer ceases, or threatens to cease, to carry on business; or
- 11.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 11.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 12 Export terms
- 12.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 12.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 12.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation or use of the Goods in the country of destination and for the payment of any duties on them.
- 12.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered ex-works shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 12.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 12.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in England acceptable to the Seller or, if the Seller has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of HSBC Bank PLC in England as may be specified in the bill of exchange.
- 12.7 The Buyer undertakes not to offer the Goods for resale in any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.
- 13 General
- 13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.4 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.
- 13.5 The terms and conditions of this Agreement are and shall at all times remain confidential as between the Seller and the Buyer and neither party shall disclose the existence of the terms of this Agreement except to their professional advisors, as required by any statutory or regulatory authority or a Court of law.
- 13.6 The provisions of the Contracts (Rights of Third Party's Act) 1999 are excluded from this Agreement and no rights (express or implied) shall be conferred other than to the party to this Agreement.
- 14.0 Unless Fitrite have been engaged on a separate groundworks contract or it is expressly specified that groundworks are to be installed as part of this contract; Fitrite are not responsible for the suitability of groundworks and reserve the right to refuse decking installation on unsuitable ground.
- 15.0 Decks to be used with Hot Tubs require a different class of sub-frame and Fitrite must have been notified that there is to be a hot tub installation during the lifetime of the deck. In the event that a suitable sub-frame and support is not requested and a hot tub is subsequently installed Fitrite will not be held responsible for the integrity and suitability of the deck for this purpose.



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Fitrite ® Fencing & Decking products are warranted to the initial purchaser for Ten years, from the date of original purchase, under normal use and service conditions that:

(1) the decking materials will be free from material defects in workmanship and materials, will not split, splinter, rot or suffer structural damage from termites or fungal decay,

(2) Fitrite ® Fencing & Decking products will not blister, flake, or crack as a result of manufacturing defects or as a result of exposure to ocean/sea air (salt/spray).

All warranties are subject to the exclusions, limitations and restrictions set forth below. The initial purchaser of a Fitrite ® Fencing & Decking product is solely responsible for determining the effectiveness, suitability, and safety of each application of the product. Building regulations vary according to location and compliance with the appropriate code is your responsibility.

Limitations of coverage

Fitrite ® Fencing & Decking employ strict quality control measures to ensure that products are of a consistently high standard. Fitrite ® Fencing & Decking 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 attributed to:

(1) improper installation of Fitrite ® Fencing & Decking products and/or failure to abide by Fitrite ® Fencing & Decking installation guidelines, including but not limited to improper gapping;

(2) use of the Fitrite ® Fencing & Decking products beyond normal residential use, or in an application not recommended Fitrite ® Fencing & Decking guidelines and local building regulations;

(3) movement, distortion, collapse or settling to the ground or the supporting structure on which the Fitrite ® Fencing & Decking products are installed;

(4) any act of God, environmental conditions such as air pollution, mould, mildew, etc, or staining from foreign substances such as dirt, grease, oil, etc.;

(5) variations or changes in colour of the Fitrite ® Decking & Fencing 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, residue build up or stains; or

(7) improper handling, storage, abuse or neglect of Fitrite ® Fencing & Decking products by the purchaser, the transferee or third parties.

If you believe that the product is defective, DO NOT PROCEED WITH THE INSTALLATION; Contact your supplier Fitrite ® Fencing & Decking is not responsible for claims arising from the installation of a visibly defective product.

Remedy and notification of claims

If a defect occurs within the warranty period, the purchaser shall immediately notify Fitrite ® Fencing & Decking in writing and Fitrite ® Fencing & Decking must validate the complaint before the warranty shall become effective. To make a complaint under this limited warranty, the purchaser shall send to Fitrite ® Fencing & Decking, within the warranty period referred to above, a description of the claimed defect and proof of purchase.

Fitrite ® Fencing & Decking liability under this warranty is limited solely and exclusively to the replacement of the defective products, and in no event shall Fitrite ® Fencing & Decking be liable for any labour costs incurred in the installation, reinstallation or any other consequential loss resulting from the use of a defective product. Any additional costs and expenses such as shipping, delivery, removal, incidentals and the like are not covered by the warranty and are expressly disclaimed.

This warranty may not be altered or amended in any way and applies only to the initial purchaser. Any warranty conditions offered by an installer to a third party are solely at the discretion of the installer.

Fitrite ® Fencing & Decking are not liable for the warranty conditions offered by an installer to a third party.

This foregoing warranty is exclusive and in lieu of any and all other applicable warranties, express or implied, including without limitation, any implied warranty of merchantability of fitness for a particular purpose.

Fitrite ® Fencing & Decking certification is for information only and is not included in the warranty terms.

Fitrite ® Fencing & Decking warranty is void if the product is not installed to recommendations set out in the Fitrite ® Fencing & Decking installation and technical guide.

All electrical components carry a 12 month manufacturer's warranty.

Any additional materials such as timber, steel, screws, fixings, etc. used in conjunction with the installation of Fitrite ® Fencing & Decking products are not covered by this warranty.

