

Five Year Limited Warranty - Millboard® External Flooring

The Millboard Company Limited, Castle Court, Bodmin Road, Coventry, CV2 5DB, England

Millboard Decking is manufactured from a wood-free blend of minerals and polymer resins, aimed at excluding many of the inherent defects found in timber products when used in the same way. This allows many years of minimum maintenance in decking applications.

Register online at www.millboard.co.uk within 90 days of purchase to activate this Warranty.

In this Warranty the following terms shall have the meanings set out below:

“Buyer” means the first owner of the Goods following installation. The benefit of this Warranty may also be transferred to the next owner of the Goods if they purchase within five years of the date of original purchase.

“Goods” means Millboard brand decking manufactured by Millboard.

“Manual” means the Millboard Product Installation Guide version as applicable at the time of installation of the Goods.

“Millboard” means The Millboard Company Limited, registered company no. 06061318.

“Warranty” means the limited warranty given to the Buyer by Millboard as set out according to the terms of this document.

1) Subject to the Buyer applying for Warranty registration by logging onto and submitting requested details at www.millboard.co.uk within 90 days of purchase, Millboard warrants to the Buyer that under normal pedestrian use only, for a period of five years from the date of purchase, the Goods will be free from material and manufacturing defects, will not split along any grain boundaries, will not splinter along any grain boundaries and will not rot from fungal decay that materially affects structural fitness for purpose as a decking board.

2) The Warranty is given by Millboard subject to the following conditions:

2.1) Millboard shall be under no liability under this Warranty unless the Goods have been registered within 90 days of original purchase.

2.2) Millboard shall have no liability under this Warranty in respect of any defect arising from the re-installation of the Goods. For the avoidance of doubt this means that the Warranty is valid for the first installation of the Goods and not in respect of any subsequent installation including but not limited to instances where the Goods are transported to a new location or re-fitted.

2.3) Millboard shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied and/or incorporated by the Buyer; nor in respect of any failure to meet local building regulations.

2.4) Millboard shall be under no liability in respect of any defect arising from: wilful damage or abuse; negligence by the Buyer or any third party; abnormal use or conditions; improper installation caused by failure to follow Millboard's instructions as set out in the Manual; failure to use the fixings recommended by Millboard; improper gapping; misuse or alteration or repair of the Goods without Millboard's written approval; use other than for purpose of external decking for normal pedestrian usage; movement, distortion or defect in, but not strictly limited to, any subframe, mounting base, stand, support, buttress, fixing, railing or otherwise howsoever caused; any surface markings caused by, but not strictly limited to, spiked shoes, or any other sharp, pointed or jagged objects; scouring caused by water blasting; any Acts of God, lightning, hurricane, fire, flooding, earthquake, windstorm or other natural disaster; environmental or air pollution and weathering conditions; damage caused by, but not strictly limited to, fire, hot coals from fire pits, barbeques, chimineas and otherwise; changes in colour due to exposure to weather and atmosphere including sunlight, which may cause any surface amongst other possibilities to chalk, flake and accumulate dirt; staining by foreign substances including, but not strictly limited to, solvents and oils; wearing of detail or mouldings; breakages caused by improper loading or impacts over normal human pedestrian traffic; failure to follow specific instructions in the Manual as to storage, cutting and sealing of the Goods.

2.5) The above Warranty does not extend to parts, materials or equipment not manufactured by Millboard, 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 Millboard.

3) A claim by the Buyer which is based on any defect in the quality or condition of the Goods under this Warranty shall be notified to Millboard in writing, with photographs, proof of purchase and detailed description of the defect, within 30 days after discovery of the defect and within the Warranty time limit. Millboard and its agents reserve the right to inspect the goods on site (visit may be chargeable should claim fail) or request a sample be sent of the alleged defective product. Where a valid claim in respect of any of the Goods is notified to Millboard in accordance with this Warranty, Millboard may:

3.1) choose to resupply the Goods (or the part in question) free of charge;

3.2) choose to repair the Goods (or the part in question) free of charge;

3.3) at Millboard's sole discretion, refund to the Buyer the purchase price of the Goods calculated in accordance with clause 6 below, in which case Millboard shall have no further liability to the Buyer.

4) For the avoidance of doubt Millboard shall not be liable for any costs, expenses or actions in relation to any installation, removal, disposal and/or replacement of the Goods.

5) In accordance with Millboard's policy of continuous improvement, the specifications of Millboard's products may vary over time, including changes to dimensions, colours and other features. If Millboard chooses to resupply the Goods in accordance with clause 3.1, it may substitute alternative similar Goods as available at that time. Such alternative Goods shall be of equal or better quality and be adequate to cover the dimensions of the total surface area affected.

6) If the conditions in clause 3 above are met, Millboard may refund the original uninstalled purchase price of the quantity of Goods found to be defective.

7) Except in respect of death or personal injury caused by Millboard's negligence, Millboard 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 of sale, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Millboard, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of Millboard under or in connection therewith shall not exceed the uninstalled price of the Goods, except as expressly provided in this Warranty.

8) This Warranty and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connections with, this Warranty, its subject matter or formation.

9) This version of the Millboard Limited Warranty applies to purchases made between 1st August 2019 and the date on which this version is superseded by a later version.

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