

# Exterior Decking

## General Terms and Conditions

Exterior Decking and, the Buyer and applicable to the Products and/or Services that Buyer wish to buy.

These General Terms and Conditions (hereafter named "Conditions") are effective from 01 January 2007 until further notice.

### 1.0 Conditions

The following are the only terms on which Exterior Decking is willing to sell Products and/or Services and by ordering the Products and/or Services from Exterior Decking or taking delivery of them, the Buyer agrees that the following terms shall apply to the exclusion of his own terms (if any). No employee or agent of Exterior Decking (other than Directors) has authority to agree to the sale of Products and/or Services on any other terms, or to amend, vary or waive these terms, and the Directors have authority to do so only if two of them are in agreement and it is confirmed in writing.

### 2.0 This Document

This document forms part of an Agreement between Exterior Decking and you, the Buyer. These Conditions, together with the "General Guide for Decking", "Installation", "Copyright", "Privacy Policy", "Limited Warranty" & "Guarantee Certificate", are applicable to the Products and/or Services that Buyer wish to buy and form the whole of Exterior Decking's Agreement with the Buyer. Some parts of this Agreement apply to all of our Buyers. However other parts are specific to Consumers only or to Business Users only. We will need to have an agreed written record of what we are supplying to ensure that no mistakes are made. Consequently we will not make or agree variations to any Agreement orally and changes must be documented in writing.

### 3.0 Definitions

Exterior Decking	A Trading style of "Exterior Solutions Ltd"
Buyer:	Consumers and Business Users
Consumer:	An individual who buys or agrees to buy Products and/or Services from Exterior Decking for private use.
Business User:	Legal entity or person who buys or agrees to buy Products and/or Services from Exterior Decking other than for private use
Agreement:	Legal obligation between Exterior Decking and Buyer.
Order:	Request by Buyer to purchase Product and/or Services from Exterior Decking
Sales Order:	Written acceptance by Exterior Decking of Buyer's Order.
Price:	The total charge for Products and/or Services payable by Buyer to Exterior Decking

### 4.0 Fit for Purpose

Exterior Decking gives no warranty that the Products and/or Services are fit or suitable for the Buyer's or any particular purpose or use. The Buyer warrants that he has satisfied himself that the Products and/or Services will be fit for every purpose or use which he requires of them and that he does not rely on any skill or judgement of Exterior Decking in that regard.

### 5.0 Delivery and acceptance of materials

Exterior Decking gives no warranty that the courier or delivery vehicle shall deliver at the arranged date or time. In the instance of Exterpark and Millboard products, once the goods have been packaged and signed over to the courier or delivery vehicle the materials **will** be delivered to the pre-arranged address. Goods can only be returned upon proof that the incorrect profile (Classic or Plus) or the incorrect botanical species other than that which has been ordered by purchase Proforma/order has been delivered.

Once the goods have been dispatched to the buyer they are then responsible in full for the safe receipt of the materials. This includes unloading the delivery vehicle by hand or mechanical means and correct storage prior to installation.

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The price of purchase unless otherwise stated does not include, unloading, installation or maintenance of any materials sold by Exterior Decking.

## **6.0 Installation**

Before starting any installation, our instructions must be followed carefully. These are best guidelines and do not replace official rules, building regulations and/or instructions by architects, designers, engineers, fitters/installers, builders or contractors.

Exterior Decking accepts no liability due to incorrect installation done by others. Installation instructions are available from the website and free advice is made clear at the point of purchase.

Buyer and/or Buyer's architect, designer, engineer, fitters/installer, builder or contractor defines the intended usage and where considerations such as the following are taken into account:

- structural capability calculated by a structural engineer;
- load-bearings which affected by the kind of traffic the floor is to withstand;
- the site conditions, being under which conditions the floor will be used.

## **7.0 Samples**

Where appropriate samples will be provided upon request by the buyer. It is important to note that the botanical species will be provided whereby Exterior Decking will use this botanical species to manufacture the timber decking as requested.

The sample provided will be a representative of the botanical species only, colour match and grain deviation will be accepted by the buyer as a natural occurrence of the timber. Timber is an organic product and exact colour, grain and density will fluctuate accordingly.

It is the responsibility of the buyer that represents a client to understand that the end product may or may not match the samples provided.

## **Copyright**

This website ([www.ExteriorDecking.co.uk](http://www.ExteriorDecking.co.uk)) is owned and operated by Exterior Solutions Ltd

### **Copyright and Trademarks**

1.0 We, our content and technology providers own the copyright in this website and its content. You may reproduce and print off parts of this website only for the purpose of finding out more about our products and, in the case of the various guides, 'Installation' and 'Maintenance', for viewing our suggestions on how best to lay Decking. All other use, including the copying of text and/or images from this website for any commercial purpose, is strictly prohibited without our prior written consent.

2.0 The trade marks, logos and service marks (collectively the "Trade Marks") displayed on this website (whether registered or unregistered) are and shall remain the property of their respective owners. Nothing contained on this website shall be construed as granting any licence or right to use and Trade Mark displayed on this website without the written permission of the relevant Trade Mark owner. Your misuse or infringement of any of the Trade Marks displayed on the website is strictly prohibited.

### **General**

1.0 Contact details can be found on the 'Contact Us' section of this website.

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2.0 We may amend these Copyright and Trademarks from time to time. You can view the current version of these Copyright and Trademark at any time by requesting this from us.

3.0 These Copyright and Trademarks shall be governed by and construed in accordance with the Laws of England and all parties hereto submit to jurisdiction of the Crown Court of England.

Disclaimer: Exterior Decking has used reasonable care in the preparation of this document and reserves the right to change any part without prior notice. Exterior Decking does not accept responsibility or liability for any error or omission, nor any loss, damage or liability suffered as a result of its use or reliance upon it.

## Privacy Policy

At Exterior Decking, your right to privacy and security is of major concern. Here are the guidelines we use to protect your information.

Please read the following very carefully.

### 1.0 Exterior Decking's Privacy Policy

Exterior Decking respects your privacy. We will only collect, store and use your personal information for defined purposes. We use your information to support and enhance our relationship with you, for example, to process your purchase, provide service and support, and share product, service and company news and offerings with you. We do not sell your personal information. We only share your personal data outside Exterior Decking with your consent, as required by law or to protect Exterior Decking, its customers, or the public, or with companies that help Exterior Decking fulfil its obligations with you, and then only with partners who share Exterior Decking's commitment to protecting your privacy and data. At any time you may contact Exterior Decking with any privacy questions or concerns you may have. You also may ask at any time to see the personal data you have given us and request correction or deletion. We strive to protect the security of your personal data by use of appropriate measures and processes.

### 2.0 The Information Exterior Decking collects about you

Exterior Decking only asks for specific types of personal information. We ask you to provide information that will enable us to process your purchase or provide services to you, enhance your site visit, respond to requests for information, support our customer relationship, assist you with technical support issues or to follow up with you after your visit. Exterior Decking may collect information when you:

- Register on [www.Exterior Decking.co.uk](http://www.Exterior Decking.co.uk)
- Request a quote for products and/or services;
- Place an order for products and/or services;
- Request e-mail notification of your order status;
- Request assistance;
- Provide feedback in an online survey;
- Participate in promotional offers; or
- Subscribe to a newsletter or mailing list.

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In each of the instances above, we may ask for your name, address, e-mail address, phone number, occupation, industry, transactional information such as your preferences, customer and service tag number, credit card information and other bank details, referrals, and other information that is needed to process your purchase, provide requested services or register you for or subscribe you to services and offers.

### **3.0 Exterior Decking only uses your Personal Information for Specific Purposes**

The information you provide will be kept confidential and is collected and processed for the following general purposes or for any other legitimate purpose described by the applicable law.

- To process your purchase or provide requested services
- To fulfil requests for products and services
- To improve our products and services
- To contact you; and
- To customize the advertisement and content.

### **4.0 Newsletters, Mailing Lists & Request for Information**

If you request, we (or any agent working on behalf of Exterior Decking) will send you information about our various products and services, or other products and services that may be of interest to you. Such information may draw your attention to accessories, special offers, updated information and other new products and services from Exterior Decking. Only Exterior Decking (or agents working on behalf of Exterior Decking) will send you these direct mailings. If you do not want to receive such mailings any longer, simply notify us in writing by providing:

- Contact name
- Company name
- Full address details
- Contact details

## **Limited Warranty**

We provide a limited warranty for the quality of the Hardwood decking as to they are as advertised

Under no circumstances shall Exterior Decking be liable or in any manner responsible for any claim, loss or damage arising from any special, indirect, incidental or consequential damages, regardless of theory, including, without limitation, any loss of time or use or any inconvenience, or any punitive or exemplary damages.

The limited warranty is restricted exclusively to the damaged deck boards and it is Exterior Decking's choice and decision if they will repair the defect in question or if they will exchange the damaged part for new deck boards.

No consequential damages are covered and where new deck boards are offered in exchange for the damaged deck boards, no labour is included, neither to remove the damaged deck boards, nor to install the new deck boards – and not to dispose of the old deck boards.

Exterior Decking will deliver the substitute boards free of charge.

Due to the prolonged period of warranties then Exterior Decking cannot guarantee that any future substitute deck board will be exactly the same quality, dimension, construction or finish. Exterior Decking promise to endeavour, within reasonable means, to supply a quality, dimension, construction and a finish as close to the original as possible.

Exterior Decking guarantee that the species will be the same as originally purchased (subject no legal restrictions have been implemented in the interim).

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For any warranty to be valid it is a requirement that a professional fitter has been used at installation, no installation has taken place in wet-rooms and that during usage, normal conditions have prevailed and that due precaution has been taken. This means that there cannot have been any excess temperature or moisture, that regular maintenance has taken place and that suitable footwear and protection have been utilized.

The guarantee applies only to a defect covering 10% or more of the installed floor - independent if it hardwood decking oil. For the decking oil it is based on normal residential or commercial use and does not cover damage from spiked heels, pets, erosion, dents, and gravel, scratches from roller chairs or shifting furniture or improper maintenance.

For the decking oil, a specific document is issued and in addition to the mentioned clauses in this Limited Warranty. To ensure correct procedure as well as to enable us to take necessary actions to prevent and/or reduce the risk of subsequent problems, it is a must that the original invoice is presented together provided with the packs at the time of installation.

## **Guarantee Certificate**

Our product-guarantee is only valid if a professional fitter or contractor does the installation of the deck or the cladding.

To make the guarantee valid, this Guarantee Certificate has to be completed with full information of location, fitter/contractor and owner.

Depending on the product, additional information is required (page 2).

This Guarantee Certificate must be returned to us within 30 days upon installation. Please keep a copy in a safe place for your own records and reference.

The Guarantee Certificate and appertaining invoice/delivery slip are to be presented in connection with any guarantee claim.

Our conditions are specified in our documents "General Terms & Conditions" as well as in "Limited Warranty". Documents which can be downloaded at any time from our website.

Exterior Decking  
The Managing Director

Installation done at:

Full Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_

By professional fitter/contractor:

Name: \_\_\_\_\_  
VAT registration: \_\_\_\_\_

Full Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_

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Telephone number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

On behalf of Owner:

Name: \_\_\_\_\_  
Full Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_

Telephone number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Additional information required for installation of DECKING only:

Product installed:

Product Code: \_\_\_\_\_  
Species: \_\_\_\_\_ Type \_\_\_\_\_  
Finish: \_\_\_\_\_  
Dimensions: \_\_\_\_\_

Conditions of Sub-Structure

Type: \_\_\_\_\_ Rating: \_\_\_\_\_ Dry: \_\_\_\_\_  
Conditions (MC) \_\_\_\_\_ Level: \_\_\_\_\_ Clean: \_\_\_\_\_

Conditions of Site:

Temperature (C) \_\_\_\_\_ Relative Humidity: \_\_\_\_\_ Level (ground or above): \_\_\_\_\_  
Size of Area: \_\_\_\_\_ Maximum Width: \_\_\_\_\_ Maximum Length: \_\_\_\_\_

Type of Installation:

Nailed: \_\_\_\_\_ Maximum distance between joists:

Screwed: \_\_\_\_\_ Maximum distance between joists:

After-Care:

Maintenance after installation: \_\_\_\_\_ Product and Application Used: \_\_\_\_\_

Intended Usage:

Commercial: \_\_\_\_\_ Type of Traffic: \_\_\_\_\_ Residential: \_\_\_\_\_

Additional information required for installation of DECKING only: