

## Dex Premium Decking Warranty

Southgate Enterprises Ltd (hereinafter “Dex”) warrants to the original purchaser that, for the period of time set forth in the following sentence, under normal use and service conditions that Dex Premium decking shall be free from material defects; shall not split, splinter, rot or suffer structural damage from termites or fungal decay. The term of such warranty shall be 25 (twenty five) years for residential applications from the original purchase from Dex (in relation to the Replacement Proportion) and shall be installed and maintained according to the manufacturer’s guidelines. The term of such warranty for a commercial application is 15 (fifteen) years from the original purchase date from Dex.

If a defect occurs within the warranty period, the purchaser must, within ten (10) working days from discovery of the defect but no later than the end of warranty period, notify Dex in writing at the following email address: [info@dexoutdoorliving.co.uk](mailto:info@dexoutdoorliving.co.uk) Southgate Enterprises Ltd, 9 Robins Drive, Bridgwater, Somerset TA6 4DL.

The Purchaser must include proof of purchase along with statement and photos explaining the defect and the date the products were installed in this notification. Dex may request additional information to assist any necessary investigation. After reviewing all information and upon completion of an investigation, Dex shall make a determination with respect to the validity of such a claim. If Dex confirms the Purchaser’s claim as valid, Dex’s sole responsibility shall be to either replace the defective products or refund the portion of the purchase price paid by the Purchaser for any defective products.

### Other Costs

This warranty shall not cover and Dex shall not be responsible for costs and expenses incurred with respect to the removal of defective decking products or the installation of replacement materials, including but not limited by labour and freight.

Dex shall have no further liability of obligation except as expressly stated herein. Under no circumstances will Dex be liable for special, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and Dex’s liability with respect to defective Dex decking products shall in no event exceed the replacement of such products or refund the purchase price, as described.

### Exclusions

Dex does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

1. Installation of Dex decking products and/

or failure to avoid by Dex’s installation guidelines

2. Use of Dex decking products beyond normal use and service conditions, or in an application not recommended by Dex guidelines and local codes.
3. Movement, distortion, collapse or setting of the ground the supporting structure on which Dex decking is installed.
4. Any act of God (such as, but not limited to, flooding, hurricane, earthquake, thunder and lightning, etc.), environmental conditions (such as, but not limited to, dirt grease, oil, etc.) or normal weathering.
5. Handling, storage, abuse or neglect of products by Purchaser.
6. Fixings/fasteners used that are not supplied by Dex.
7. Ordinary wear and tear.
8. Change of legal ownership of the property where the product is installed (warranty is not transferred)

This warranty may not be altered or amended except in a written instruction signed by Dex and the Purchaser. No person or entity is authorised by Dex to make; and Dex shall not be bound by any statement or representation as to the quality or performance of Dex decking products other than contained in this warranty.

### Replacement Proportion

After the original purchase date, the Purchaser’s recovery shall be prorated in the following manner:

<b>RESIDENTIAL</b>	
Year of claim	Percentage of original order credited/replaced
1-10	100%
11-13	80%
14-16	60%
17-19	40%
20-22	20%
23-25	10%

<b>COMMERCIAL</b>	
Year of claim	Percentage of original order credited/replaced
1-3	100%
4-7	60%
8-11	30%
12-15	10%