

## GRANGE FENCING LIMITED – GOODS WARRANTY

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in Grange's terms and conditions for the supply of goods (**T&Cs**) apply to this goods warranty (this **Warranty**).
- 1.2 Any reference to a **paragraph** is to a paragraph of this Warranty.

### 2. WARRANTY SCOPE

- 2.1 This Warranty applies to Goods supplied by Grange under a Contract with a Customer.
- 2.2 This Warranty is only subject to and supplemented by the T&Cs. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Warranty.
- 2.3 This Warranty is only enforceable against Grange by the Customer. This Warranty is not enforceable by any third party, including the Customer's own customers or other companies within its group.

### 3. WARRANTY AND WARRANTY PERIODS

- 3.1 Subject to paragraph 4, Grange warrants to the Customer that any Goods which have been marketed as being pressured treated or vacuum-pressure treated shall:
- 3.1.1 at the time of delivery, be of satisfactory quality, fit for the their intended purpose, correspond with any description or sample (in each case, in all material respects); and
- 3.1.2 remain free from rot and fungal decay for a period of two years from the date of delivery.
- 3.2 Subject to paragraph 4, Grange warrants to the Customer that any Goods which have been marketed as being treated with a surface decorative coating shall:
- 3.2.1 at the time of delivery, be of satisfactory quality, fit for the their intended purpose, correspond with any description or sample (in each case, in all material respects); and
- 3.2.2 remain free from rot and fungal decay for a period of two years from the date of delivery.

### 4. WARRANTY EXCLUSIONS

Grange shall not be liable for the Goods' failure to comply with the warranties set out in paragraph 3 in respect of any of the following matters or circumstances:

- 4.1.1 different staining intensities and/or colour changes on the surface of vacuum-pressure treated elements of the Goods due to the natural characteristics of the wood structure or due to the impact of atmospheric conditions;
- 4.1.2 changes in the degree of gloss and shade of colours of the Goods due to the impact of atmospheric conditions on the elements of the Goods which have been painted;
- 4.1.3 damage, defects or changes in the appearance of the Goods, where the Customer, or any third party has not, followed:
- (a) Grange's oral or written instructions as to the handling, storage, installation, siting, use and/or care of such Goods; or
- (b) if no such oral or written instructions are provided by Grange, good trade or industry practice or applicable standards or protocols concerning the same;
- 4.1.4 colour variations between production batches of the Goods;
- 4.1.5 rough surfaces around knots and differences in the directions of the wood fibres;
- 4.1.6 damage or defects resulting from:

- (a) fair wear or tear;
  - (b) accidents;
  - (c) the Customer's or any third party's wilful damage, negligence, lack of reasonable care, or improper use, storage, alteration, handling, installation of the Goods; and/or
  - (d) any other causes not directly resulting from defects in materials or workmanship;
- 4.1.7 corrosion of fasteners, equipment or any other material (other than wood), or any damage resulting from the same;
- 4.1.8 ageing of Goods, which results from the natural ageing of wood;
- 4.1.9 natural features of wood, including wood pattern, bark, insect holes, resin leaks, salt blooms, knots, and discolouration from preservatives, decolouration, deformations and cracks associated with the change of humidity or other atmospheric conditions;
- 4.1.10 discolouration on utility surfaces (including walls, facades, concrete screeds) caused by the Goods and which is associated with partial rinsing out of preservative from the wood;
- 4.1.11 wood burrs occurring as a result of using on edges of products;
- 4.1.12 deformations of wood due to changes in humidity and weather conditions, which do not affect the functionality of the Goods;
- 4.1.13 the Customer making any further use of such Goods after giving a notice of rejection in accordance with paragraph 5;
- 4.1.14 the Goods having been altered by Grange to ensure that they comply with applicable statutory or regulatory requirements from time to time;
- 4.1.15 the Customer cuts, alters or modifies the Goods in any way, other than by making minor drill holes or notches as part of the installation process. The Customer acknowledges and agrees that where such minor drill holes or notches are made, the Goods (where drilled or notched) must be treated with good quality stain and preservative in accordance with the manufacturer's instructions; and/or
- 4.1.16 the Customer uses paints, stains, preservatives and/or repellents on the Goods:
- (a) which are not recommended by Grange; or
  - (b) otherwise than strictly in accordance with the manufacturer's instructions.

## **5. REJECTION**

- 5.1 The Customer may reject any Goods delivered to it that do not comply with the Warranty, provided that:
- 5.1.1 written notice of the Customer's rejection is given to Grange using Grange's claim form (available for download from the Website):
- (a) in the case of a defect that is apparent on normal visual inspection, within 48 hours of delivery; or
  - (b) in the case of any other defect, within 7 days of the latent defect having become apparent;
- 5.1.2 Grange is given a reasonable opportunity of examining such Goods to verify the relevant defect or damage and its cause. This proviso includes obligations on the Customer to allow Grange access to its premises and to provide any other information and/or documentation Grange may reasonably request;

- 5.1.3 Grange is provided with the Customer's proof of purchase of the precise Goods being rejected; and
  - 5.1.4 Grange is able to verify that no exclusions, as set out in paragraph 4, apply to the defect in question.
- 5.2 If the Customer fails to give a notice of rejection in accordance with paragraph 5.1, it shall be deemed to have accepted the Goods conform with the Contract.
- 6. REMEDIES**
- 6.1 If the Customer properly rejects the Goods in accordance with paragraph 5.1, then Grange shall, at its option:
- 6.1.1 replace the defective Goods with identical replacement Goods;
  - 6.1.2 if identical replacement Goods are unavailable, replace the defective Goods with substantially similar Goods; or
  - 6.1.3 refund the price of the defective Goods in full.
- 6.2 In carrying out any of the remedies under paragraph 6.1:
- 6.2.1 unless Grange confirms otherwise, the Customer must first return all of the rejected Goods to Grange (at Grange's reasonable cost), or allow Grange to collect the same, before any replacement or refund is given; and
  - 6.2.2 Grange shall be responsible for any delivery costs incurred in relation to the replacement of the Goods under clause 5.1.
- 6.3 Provided that it carries out one of the remedies set out in paragraph 6.1, Grange shall have no other liability to the Customer in respect of the Goods' failure to comply with the Warranty.