

Liniar Outdoor Range: Limited Warranty



Liniar Limited, Flamstead House, Denby Hall Business Park, Denby, Derbyshire DE5 8JX, United Kingdom

This Limited Warranty applies to both residential and commercial use

PLEASE READ THIS WARRANTY CAREFULLY BEFORE YOU INSTALL ANY PRODUCTS FROM THE LINIAR OUTDOOR RANGE, NOTING THAT YOU MUST COMPLY WITH CERTAIN INSTRUCTIONS RELATING TO INSTALLATION AND MAINTENANCE IN ORDER TO CLAIM UNDER THIS PRODUCT WARRANTY.

Introduction

1. Liniar Limited provides this product warranty and is a limited company registered in the United Kingdom with number 3360857. Its registered office is in Derbyshire at the address shown above.
2. This warranty is provided to the immediate Buyer from Liniar Limited, for products within the Liniar Outdoor Range, supplied for installation in a residential or commercial location located in the UK. It is not transferrable to any subsequent owner of the Goods.
3. The Liniar Outdoor Range includes the following systems: Decking, Balustrade, Fencing and Piling.

Terms

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

- “Buyer” means the immediate customer of Liniar Limited who has purchased the Goods.
- “Goods” means the products provided by Liniar Limited.
- “End User” means the owner of the property where the Goods are installed.
- “Manual” means the Liniar Product Installation Guide version applicable at the time of installation of the Goods.
- “Warranty” means the limited warranty given to the Buyer by Liniar at the time of purchase as set out according to the terms of this document.
- “Purchase Date” means the date on which the Goods were purchased from Liniar.

Our Promise

5. **Physical Integrity - polymer:** Liniar warrants to the Buyer that all polymer Goods will not rot, warp or split and will maintain their physical integrity - **for a period of 10 years from the date of purchase.**
6. **Physical Integrity – steel and aluminium:** Liniar warrants to the Buyer that all steel and aluminium Goods will maintain their physical integrity – **for a period of 10 years from the date of purchase.**
7. **Colour Performance:** Liniar warrants to the Buyer that the polymer Goods associated with the following systems will be resistant to colour change from light and weather exposure as detailed below:

System	Colour	Warranty
Decking: 225mm Deckboard	All	0 - see note ¹
Decking: 150mm SwitchBoard	All	10 years – see note ²
Balustrade	Substrate colour	0 - see note ¹
	Foiled	10 years – see note ³
Fencing	Classic	0 - see note ¹
	Composite	0 - see note ⁴
	Foiled	10 years - see note ³

¹ Raw material suppliers do not offer a colour warranty on these materials. Whilst naturally over time there will be some oxidation on the surface of these Goods due to natural weathering, the product will retain its full physical integrity warranty as detailed in section 5.

² The contrast according to NF EN 20105 A02 will not be below level 3-2, when compared to an unexposed control sample.

³ The contrast according to NF EN 20105 A02 will not be below level 3, when compared to an unexposed control sample.

⁴ This composite material contains a high content of wood fibre. All natural based products when exposed to the elements will have an expected colour shift during the early period after installation.

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8. What's Covered Under This Warranty

Liniar's liability of the Warranty shall be to replace a proportion of Goods as follows:

Length of time since Purchase Date	Proportion of replacement value
2 years or less	100%
> 2 years but < 5 years	80%
> 5 years but < 7 years	60%
> 7 years but < 9 years	40%
> 9 years but < 10 years	20%
> 10 years	0%

Conditions

This Warranty is given by Liniar Limited subject to the following conditions:

9. Installation

Liniar will accept no liability in respect of any defect arising from improper installation caused by failure to follow Liniar's instructions as set out in the product's Installation Manual. The latest copy can be found on our website at www.liniar.co.uk/downloads.

10. Maintenance

Liniar will accept no liability in respect of any defect arising from improper maintenance caused by failure to follow Liniar's instructions as set out in the product's Maintenance Guide. The latest copy can be found on our website at www.liniar.co.uk/downloads.

11. Re-installation

Liniar will accept no liability 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.

12. Misuse

Liniar will accept no liability in respect of any defect arising from wilful damage, abuse or neglect by the Buyer, End User or any third party.

Exclusions

- All claims under this Warranty will be invalid if any one or more of the following apply:
 - You or the End User do not comply with the Conditions laid out in sections 9-12.
 - The Goods have been installed on land or a supporting structure that is not stable, moves, collapses or is susceptible to distortion or land subsidence.
 - The Goods have been improperly handled or stored before installation.
 - Your claim relates to damage caused by use of the Goods beyond normal use and/or conditions (as reasonably determined by Liniar).
 - Your claim relates to ordinary wear and tear of the Goods including but not limited to the wearing of embossed patterns, scratching and gouging, including any surface markings caused by (but not strictly limited to) spiked shoes, furniture or any other sharp, pointed or jagged objects.
 - Your claim relates to damage caused by (but not strictly limited to) fire, hot coals from fire pits, barbeques, chimineas and other hot items.
 - Your claim relates to discolouration caused by the use of a rubber-backed mat.
 - Your claim relates to discolouration caused by the use of sun cream or related products.
 - Your claim relates to damage caused by the use of cleaning chemicals and solvents including (but not limited to) bleach used in close proximity to the Goods.
 - The Goods have been damaged by animals including but not limited to pets, wildlife and vermin.
 - Your claim relates to any Acts of God, e.g. lightning, hurricane, fire, flooding, earthquake, windstorm or other natural disaster; environmental or air pollution and weathering conditions.
 - You have not paid for the Goods in full.
 - The Goods have been installed outside of the UK.
- Liniar does not warrant Goods to be completely stain-proof, as no polymer material can claim to be stain-proof. Stains can result from substances that are not properly cleaned off immediately. Stains are excluded from the colour warranty.
- The Warranty does not extend to Goods not supplied by Liniar.

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16. Making a Claim

A claim by the Buyer which is based on any defect in the quality or condition of the Goods under this Warranty must be notified to Liniar in writing to sales@liniar.co.uk or the postal address above. The correspondence must include the following:

- installation date
- address of installation
- proof of purchase
- company name and address of installers (if applicable) with contact details
- photographs of the defect
- a detailed description of the defect,

Claims must be made within 30 days after discovery of the defect and within the Warranty time limit. Liniar and its agents reserve the right to inspect the Goods on site (this visit may be chargeable should the claim fail) or request a sample be sent of the alleged defective product.

After reviewing all the information, Liniar will tell you whether the fault falls within the scope of this Warranty.

Where a valid claim in accordance with this Warranty is upheld, Liniar may:

- 16.1) choose to resupply the Goods (or the part in question) free of charge;
- 16.2) choose to repair the Goods (or the part in question) free of charge;
- 16.3) For the avoidance of doubt, Liniar shall not be liable for any costs, expenses or actions in relation to any installation, removal, disposal and/or replacement of the Goods.

17. Product Substitution

The specifications and technical designs of Liniar products may vary over time, including changes to dimensions, colours and other technical features. If Liniar chooses to resupply Goods in accordance with clause 16.1, 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.

Liniar cannot warrant an exact match to existing Goods as new products will not be weathered.

18. Liability

Except in respect of death or personal injury caused by Liniar's negligence, Liniar will 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 Liniar, 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 Liniar under or in connection therewith shall not exceed the uninstalled price of the Goods, except as expressly provided in this Warranty.

19. Governing Law

This Warranty is governed by and interpreted in accordance with the laws of England and Wales. The relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Product Warranty.

20. Your Legal Rights

You have legal rights in relation to the Goods (such as under the Consumer Rights Act 2015) which are also known as 'statutory rights', and these are not affected by this Product Warranty.

This version of the Liniar Outdoor Range Limited Warranty applies to purchases made between 1 January 2021 and the date on which this version is superseded by a later version.