



NorthValley

COMPOSITES

Limited Warranty

North Valley Forge LTD (trading as, and for the purpose of this document, referred to as “North Valley Composites”) warrants to the original purchaser (“Purchaser”) that, for the period of ten (10) years from the date of original purchase for a residential application, and eight (8) years from the date of original purchase for a commercial application, under normal use and service conditions that: North Valley Composites fencing products shall be free from material defects in workmanship and materials, and shall not splinter, split, rot or suffer structural damage from termites or fungal decay.

Please read this warranty carefully before purchasing, using or installing your North Valley Composites fencing products.

Warranty Activation

To validate your warranty, you must activate it within 28 days of the original purchase date and by the original purchaser(s) via our online warranty activation form at the link below. Please also retain your original purchase invoice.

[ACTIVATE YOUR WARRANTY HERE](#)

Obtaining warranty performance:

If a Purchaser discovers a defect in the fencing product within the warranty period, the Purchaser shall notify North Valley Composites within 30 days of discovery of the defect but no later than the term, in writing to warranty@northvalleycomposites.co.uk or by mail to North Valley Composites @ North Valley Forge LTD, Unit 1 Valley Forge Business Park, Reedyford Road, Nelson BB9 8TU.

North Valley Composites reserves the right to request additional information regarding the warranty claim. Proof of purchase in the form of the original invoice copy must also be provided.

If North Valley Composites determines the Purchaser’s claim is valid upon confirmation by an authorized North Valley Composites representative, North Valley Composites sole responsibility shall be, at its option, to either replace the defective item (North Valley Composites does not guarantee an exact colour match as colours and designs may vary) or refund the portion of the purchase price paid by the Purchaser for such defective item, as set out below (not including the cost of its installation or delivery). Fences above 2 metres in height are not covered by this warranty. This warranty shall not cover North Valley Composites shall not be responsible for costs and expenses incurred with respect to removal of defective North Valley Composites products or the installation of replacement materials, including, but not limited to labour and delivery.

The foregoing remedies are the sole and exclusive remedy for breach of any warranty.

For the purposes of this warranty, a “residential application” shall refer to an installation of a North Valley Composites product on an individual residence and a “commercial application” shall refer to any installation of a North Valley Composites product other than on an individual residence. If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser’s recovery will be prorated as indicated in the table below. If North Valley Composites is providing replacement materials, it may elect to replace the percentage listed in the table below of North Valley Composites products; if North Valley Composites is refunding the purchase price, it may elect to refund the percentage listed in the table below of the Purchase price of the North Valley Composites products.

Residential applications		Commercial applications	
Time after original purchase	Percentage to be refunded	Time after original purchase	Percentage to be refunded
1-3 years	100%	1-2 years	100%
3-6 years	75%	2-4 years	60%
6-8 years	40%	4-6 years	40%
8-10 years	20%	6-8 years	20%
>10 years	0%	>8 years	0%

Warranty transfer: this warranty is not transferrable and is extended only to and solely for the benefit of the person(s) purchasing the goods directly from North Valley Composites.

North Valley Composites does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to the following:

1. improper installation of North Valley Composites products and/ or failure to abide by North Valley Composites' installation guidelines, including, but not limited to improper gapping
2. use of North Valley Composites' products beyond normal use and service conditions, or in an application not recommended by North Valley Composites' guidelines and local building codes
3. movement, distortion, collapse or settling of the ground or the supporting structure on which North Valley Composites products are installed
4. any act of God (such as flooding, hurricane, earthquake, lightening, etc), environmental condition (such as air pollution, mold, mildew, etc), staining from foreign substances (such as dirt, grease, oil, paint, etc), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains)
5. variations or changes in colour to any North Valley Composites products
6. improper handling, storage, abuse or neglect of North Valley Composites products by the Purchaser, the transferee or third parties
7. any products that have not been paid in full
8. ordinary wear and tear
9. impact from any objects
10. products which have been installed using fasteners not supplied or approved by North Valley Composites

No person or entity is authorized by North Valley Composites to make and North Valley Composites shall not be bound by any statement or representation as to the quality or performance of North Valley Composites products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by both North Valley Composites and Purchaser.

Disclaimer of warranties:

Except for the express written warranty contained herein, North Valley Composites makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction. Under no circumstances will North Valley Composites be liable for special, incidental or consequential damages (including, but not limited to lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and North Valley Composites' liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, at the percentages described above.

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, suspending all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement.

The exclusion or limitation of incidental or consequential damages is not allowed in some nations, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights which vary from nation to nation. Consumers have legal rights under applicable national legislation governing the sale of consumer goods. This warranty does not affect those legal rights.

North Valley Forge LTD trading as "North Valle Composites" | Company no. 7577833 | VAT no. 159227394 | Registered company address: Unit 1, Valley Forge Business Park, Reedyford Road, Nelson BB9 8TU