



**ALLUR**

LONG-LASTING COMPOSITE DECKING

**COMPOSITE DECKING BOARDS**

LIMITED DEPRECIATING DOMESTIC/  
RESIDENTIAL USE WARRANTY

JULY 2023

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1. Allur composite decking (the **"Product"**) is covered by a limited depreciating domestic/residential use warranty (the **"Warranty"**) that the Products will be free from defects caused as a direct result of faulty manufacture for a period of twenty-five (25) years from the date on which IDS invoices for the Product (the **"Warranty Period"**) where the Product has been installed in a domestic/residential environment and installed and maintained according to Allur's instruction manual (the **"Instruction Manual"**) <https://allur.co.uk/wp-content/uploads/2022/02/ALLUR-IM-A5-Single-Colour.pdf>
2. International Decorative Surfaces Limited (Company No. 13620105) registered Office: Parkhouse Interchange, Parkhouse Industrial Estate, Newcastle-under-Lyme, ST5 7FB (**"IDS"**) warrants to the initial purchaser of the Product who has had the Product installed at their premises (this is intended to include an owner of a property who has a trade installer buy the Product from IDS and install it on their behalf at their home) (the **"Purchaser"**), that the Products will be free from defects caused as a direct result of faulty manufacture for the Warranty Period. Subject at all times to the exclusions and limitations set out below.
3. This Warranty is not transferable and the benefits of it may not be assigned to any third party.
4. IDS hold no responsibility for installations that are not carried out in accordance with the Instruction Manual or substandard craftsmanship.
5. It is the property owner's responsibility to ascertain before work commences if any planning permission is required for their installation of the Product. IDS would always recommend checking with the local planning department in advance of commencing any installation if:
  1. The deck platform is more than 300mm from the surrounding ground.
  2. The deck platform is intended to occupy more than 50% of the garden area, taking extensions and out buildings into account.Building control consent applies to any construction work that requires planning consent.  
Visit the government planning portal for more information [www.planningportal.co.uk](http://www.planningportal.co.uk) and search for decking.

### HOW TO CLAIM UNDER THIS WARRANTY

6. If there is a problem with the Product, prior to contacting IDS the Purchaser must have attempted to contact their supplier and/or installer to report the issue with the Product and have requested an initial inspection of the Product by the supplier and/or installer. Following this, but within 28 days from the date that the defect arose or became apparent, if it is believed that a manufacturing defect is the cause of the problem with the Product, the Purchaser should contact IDS on [sales@allur.co.uk](mailto:sales@allur.co.uk). It is likely that the supplier/installer/IDS will wish to inspect the Product and the Purchaser must allow reasonable access to the Product in order for such inspection to take place.
7. It is recommended that proof of purchase together with a copy of this Warranty and any associated documentation are kept safe at all times following purchase. Proof of purchase will be requested prior to any investigation taking place.
8. This Warranty is non-transferable and the benefits of it may not be assigned to any third party. By this, we mean that the warranty is only valid for the Purchaser.

### WARRANTY CONDITIONS & LIMITATIONS

9. The liability of IDS under this Warranty is subject to the following:
  - This Warranty shall only extend to defects as a direct result of faulty manufacture and not to any other defects or faults.
  - The Product has not been previously installed in another location.
  - The defect relates to a specific, confirmed, manufacturing defect and is not the result of excessive, unexpected wear and tear, abuse or damage during use or where the Product has been installed into an inappropriate or non-recommended end use setting or environment.
  - Repair has not been undertaken by anyone other than IDS or an authorised representative of IDS.
  - The defect does not arise as a result of the Product being misused, or abuse, failure to properly check or install or maintain the Product.
  - An IDS representative has, acting reasonably, validated that there is a claim to consider under this Warranty.
  - This Warranty does not form part of any contract of sale, and is not intended to affect, or otherwise replace, rights or obligations conferred by any contract of sale, or by Common Law.

**Where the Purchaser is a consumer, the Purchaser has certain statutory rights regarding the return of defective Product, claims in respect of losses caused by IDS negligence or faulty product, and this Warranty shall not affect the Purchaser's statutory rights.**

  - This Warranty does not confer any rights other than as expressly provided for in this Warranty.
  - IDS' liability under this Warranty is limited to the repair or replacement of the Product or refund of all or part of the value of the Product (as set out in the original invoice for the Product from IDS) (the **"Invoice Value"**) (at IDS' sole discretion) for Product found to be defective as a direct result of faulty manufacture only during the first year of the Warranty Period.

- This Warranty is a depreciating value warranty. For each year that passes the applicable warranty value will reduce proportionately for each year since purchase of the Product. During years two to twenty-five of the Warranty Period, IDS's liability under this Warranty will decrease by 4% of the Invoice Value each year and IDS' liability under this Warranty in each year will be limited to repair, replacement or refund (at IDS' sole discretion) to the decreased value for that year. By way of example, IDS' liability under this Warranty five years after invoice by IDS for the Panels will be limited to 84% of the Invoice Value and IDS' liability under this Warranty ten years after invoice of the Purchaser for the Panels will be limited to 64% of the Invoice Value and so on.
- By way of example:

YEAR OF WARRANTY PERIOD	IDS'S LIABILITY AS A % OF THE INVOICE VALUE
1.	100
2.	96
3.	92
4.	88
5.	84
6.	80
7.	76
8.	72
9.	68
10.	64
11.	60
12.	56
13.	52
14.	48
15.	44
16.	40
17.	36
18.	32
19.	28
20.	24
21.	20
22.	16
23.	12
24.	8
25.	4

- IDS shall have no liability under this Warranty for any claims for the costs of stripping-out or refitting of Product, business closures, loss of revenue or non-trading periods experienced, or any other consequential or indirect loss or damage howsoever arising.
- IDS' maximum liability under this Warranty shall not exceed the Invoice Value of the Product which is the subject of the claim.
- Any Product repaired or replaced by IDS pursuant to this Warranty shall be covered by the terms of this Warranty for the remainder of the Warranty Period of the original Product. No agreement to repair or replace any part or all of any Product shall extend the Warranty Period.
- This Warranty is subject to English law and to the exclusive jurisdiction of the English Courts.

- The Warranty does not cover any staining or damage to the Products caused by abrasive compounds of acidic and basic pH, mould/mildew, tobacco smoking, including, but not limited to, cigarette burns, cigarette ash, cigar burns, cigar ash, paints or stains, solvents, metallic rust or other abnormal deck/deck tile use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, insect repellent/insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotion.

### **(a) Product Warranty Information**

Products are produced to demanding, high specifications and stringent quality control procedures are in place to ensure that the Product conforms to specification and industry norm standards including normal tolerances allowed for composite products.

Any claim in relation to the Product having a manufacturing defect will be investigated in accordance with IDS procedures, (which include completion of an initial IDS customer site inspection form for which a charge may be requested), to clarify if a specific proven manufacturing fault exists with the supplied Product. Any inspection fee charged would be refunded where a justified Product manufacturing defect is confirmed by IDS as being the cause of the issues complained of.

This Warranty is only applicable to justified claims where the Product has been correctly installed within a domestic/residential setting, and subjected to expected levels of either domestic / residential (i.e. normal UK homes) traffic usage.

It is the owner/installers' responsibility to check the intended end use suitability of the Product in relation to this Warranty before the Product is purchased and installed.

For the Warranty to be applicable to any justified claim the decking must have been checked, acclimatised, installed and maintained as per the Instruction Manual.

**Exclusions from Warranty Coverage:** IDS do not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

- (1) Improper installation of Products and/or failure to abide by the Instruction Manual.
- (2) Use of Product beyond normal use, or in an application not recommended by the Instruction Manual.
- (3) Movement, distortion, collapse or setting of the ground or the supporting structure on which the Product is installed.
- (4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mould etc.), or staining from foreign substances (such as dirt, grease, oil, etc.).
- (5) Variations or changes in colour of Products.
- (6) Normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured surfaces to, among other things, flake, chalk, or accumulate dirt or stains.
- (7) Improper handling, storage, abuse or neglect of Product by Purchaser, the transferee or third parties.
- (8) Ordinary wear and tear.
- (9) Staining or discolouration due to foreign substances not covered in the Warranty including, but not limited to, food or beverages not promptly and properly cleaned, rubbed in food stains, stains caused by interactions with another item, such as metal furniture, stains not covered under this Warranty or chemicals found in cleaners not covered under this Warranty.

### **(b) Improper checking of boards / planks**

The Product must be checked for acceptability in all respects upon receipt and also prior to acclimatisation & installation of them.

Claims for defects, shade variances, or pattern variances that would be visually apparent prior to or at the point of installation will be rejected as it is the responsibility of the Purchaser and/or the installer of the Product to check for any visual defects before installation.

### **(c) Site preparations**

An appropriately prepared sound & level site is vital to the finished look of the Product.

It is ultimately the Purchaser's/installer's responsibility to ensure the sub structure / joists are appropriately checked and prepared in all respects to accept the Product.

This Warranty is only applicable if the guidelines & installation recommendations relating to sub structure / joist's preparations, storage and acclimatisation that are given within the Instruction Manual for the Product, as provided, have been followed and confirmed with original written documentation of sub structure / joist's preparations & checks being conducted prior to installation of the Product.

### **(d) Product Acclimatisation & Installation**

Composite materials are receptive to temperature. Allow a period of at least 24 hours prior to installation for your Product to acclimatise to the outside environment.

This Warranty is only applicable to justified claims if the Product has been correctly stored, acclimatised & installed, in all respects including any recommendations, as per the Instruction Manual.

It is ultimately the responsibility of the installer to ensure that he/she is appropriately trained in installation of the Product and follows the Instruction Manual.

### **(e) Maintenance**

Correct post installation and ongoing care and maintenance are also vital in relation to the performance and look of the Product. Maintenance must be in accordance with the Instruction Manual.

Any claims for Product failure that are a result of incorrect or inappropriate maintenance products or techniques will be rejected.

### **(f) Abuse or misuse or wear and tear**

This Warranty does not cover any form of damage or effect on the Product caused by abuse, inappropriate use, misuse, accident, or any handling or use of the Product that is not consistent with the Instruction Manual. Nor does it cover any form of damage or effect on the Product caused by normal wear and tear and foot traffic such as scratches, stiletto type heel indentations etc. as the Products are not ultimately wear or scratch proof.

The Product décor colour levels and textures will diminish over time due to wear from foot traffic and the effects of UV light and therefore these changes are not covered by this Warranty.

Abuse, damage and incorrect maintenance includes but is not exclusive to:

- Staining;
- Damage from footwear including stiletto heels;
- Scratches or damage to the product surface as a result of moving furniture across the decking, doors scraping the floor surface when opened, pets claws or sharp or pointed items;
- Impact damage as a result of dropping items onto the Product.
- Discolouration as a result of extreme temperatures, from incorrect maintenance or cleaning with inappropriate abrasive cleaning agents and normal dulling of the product finish due to foot traffic wear.
- Dulling of specific high traffic points within the floor area due to high levels of repetitive footfall.
- Damage from spillages of acid based fluids or excesses of temperature.

We reserve the right to alter the technical specifications in our literature without prior notice.

**IF YOU ARE A CONSUMER, THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.**