

MILLBOARD WARRANTY — NEW ZEALAND

Millboard products supplied in New Zealand are distributed by Forté (Innovate Group Ltd t/a Forté), 3 Keith Place, Pukekohe 2120, Auckland.

The manufacturer's warranty for your Millboard product is provided by The Millboard Company Ltd and is governed by English law. The full terms, including cover periods and what is and isn't covered, are set out in the applicable Millboard warranty, which this note accompanies.

These rights are in addition to the guarantees you have under New Zealand law, including the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986. Those rights apply automatically to your purchase and are not affected by the Millboard warranty. Nothing in the manufacturer's warranty limits or excludes any rights or remedies that cannot lawfully be limited or excluded under those Acts or any other applicable New Zealand legislation.

Please contact us directly with any questions. Forté assists The Millboard Company Ltd with the administration of warranty enquiries and claims in New Zealand. The manufacturer's warranty remains a warranty given by The Millboard Company Ltd, and any claim under that warranty will be assessed in accordance with its terms.

[Millboard 25-Year Limited Structural Envello Cladding Warranty](#)

[Millboard 25-Year Limited Structural Residential Warranty](#)

[Millboard 10-12 -Year Limited Structural Warranty](#)



Live. Life. **Outside.**

Millboard® 10-Year/12-Year Limited Structural Decking Warranty

1. About this warranty

Millboard decking products are manufactured from a wood-free blend of minerals and polymer resins, aimed at excluding many of the inherent defects found in timber products when used in the same way.

This document sets out important information about the warranty that we offer to the purchasers of certain Millboard decking products, effective from the date of purchase. Please read this document carefully to ensure that you understand all its terms and what you need to do to benefit from it.

IN ORDER TO ACTIVATE, AND GAIN THE BENEFIT OF, THIS WARRANTY, YOU MUST REGISTER YOUR PURCHASE ONLINE AT <https://www.millboard.com/en-gb/trust-centre/warranties> WITHIN 90 DAYS OF PURCHASE. YOU MUST INCLUDE PROOF OF YOUR PURCHASE WHEN REGISTERING.

2. Information about us and how to contact us

We are The Millboard Company Limited, a company registered in England and Wales. Our company registration number is 06061318 and our registered office is at:

1 Argosy Court, Scimitar Way, Coventry, United Kingdom, CV3 4GA.

Our registered VAT number is 980 6166 02.

You can contact us using the online form available at www.millboard.com, or by telephoning our customer service team on 024 7643 9943, or by writing to us at the address set out above.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you registered to activate your warranty.

3. What products does this warranty apply to?

This warranty applies to the following Millboard® branded wood-free decking products:

- Decking Board Enhanced Grain (126mm and 176mm)
- Decking Board Weathered Oak
- Decking Board Lasta-Grip®
- Decking Board Modello®
- Bullnose Board
- Fascia Board
- Flexible Bullnose Edging
- Flexible Square Edging

The Goods. For the avoidance of doubt, this warranty does not cover any other goods or services that we supply, including subframe materials.



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enquiries@millboard.co.uk

[millboard.com](https://www.millboard.com)

4. Who does our warranty apply to?

You must be the original purchaser of the Goods or a permitted transferee. The benefit of this warranty may be transferred once to any third party who purchases the site or property at which the Goods were first installed, provided that such transfer is concluded within five (5) years of the date of original purchase of the Goods. We can require the permitted transferee of this warranty to provide evidence that you transferred this warranty to them.

For the avoidance of doubt, where this warranty is transferred to a permitted transferee, the permitted transferee will only have the benefit of the warranty for the remainder of the original Warranty Period and any transfer will not extend the term of the original Warranty Period.

This warranty does not apply to Goods installed for the purposes of residential use. If you are a residential purchaser, please visit www.millboard.com for details of the warranty applicable to you.

5. What's covered?

5.1 This warranty applies to manufacturing defects in the Goods when used under normal conditions as a decking board at the location where they were first installed.

We warrant that from the date of purchase, where applicable, the Goods shall not, because of a manufacturing defect:

- split or splinter along any grain boundaries;
- suffer structural failure caused by fungal decay;

This warranty does **not** apply where the defect or failure is caused or contributed to by:

- installation other than in accordance with our written installation instructions;
- failure to maintain the Goods in accordance with our maintenance guidelines;
- structural movement of the underlying substrate;
- exposure to conditions outside our published specifications;
- physical damage or misuse; or
- surface contamination, or gradual tonal change, patination or colour variation resulting from environmental factors consistent with normal use.

We warrant this for a period of ten (10) years from the date of purchase (Warranty Period), or for a period of twelve (12) years where the Goods have been installed on Millboard's DuoSpan® subframe system, in accordance with the DuoSpan® Joists and Beam Installation Guide found on www.millboard.com.

5.2 This warranty is subject to the eligibility criteria set out in clause 3 and clause 4 above, and the restrictions and conditions set out below.

This warranty applies to consumers worldwide. Whilst this warranty is governed by English law (as set out in clause 11), this does not limit or exclude your rights under the mandatory consumer protection laws of your country of residence.



Live. Life. **Outside.**

If you are a consumer in the United Kingdom, this warranty is provided in addition to your statutory rights as a consumer. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Nothing in this warranty affects your statutory rights.

If you are a consumer in other jurisdictions, this warranty is provided in addition to, and does not limit, any mandatory consumer protection rights you have under the laws of your country of residence.

If you are a business customer, the terms implied by sections 13 to 15 of the Sales of Goods Act 1979, and any other statutory implied terms relating to the quality of the Goods, are excluded to the fullest extent permitted by law.

This warranty will apply to any Goods which have been repaired or replaced by us under this warranty, but only for the remainder of the original Warranty Period. For the avoidance of doubt, our replacement or repair of any Goods under this warranty shall not extend the term of the warranty beyond the applicable Warranty Period.

6. What you must do to benefit from this warranty

To benefit from this warranty, you must:

- Register your purchase within 90 days. You must register your purchase online at <https://www.millboard.com/en-gb/trust-centre/warranties/> within 90 days of purchase to activate, and gain the benefit of, this warranty. This warranty shall not apply to you, and Millboard shall have no responsibility to you under this warranty, unless the Goods have been registered within 90 days of original purchase.
- Ensure that the Goods are correctly installed. You are responsible for ensuring that the Goods are correctly installed, in accordance with any current installation instructions provided by us including, without limitation, those contained in the Millboard Installation & User Guide (the Installation & User Guide). The current version of the Installation & User Guide is available for download at <https://www.millboard.com>. We are not responsible for the incorrect installation of the Goods, even if the installation is carried out by a professional installer recommended by us. If there is a problem caused by incorrect installation, please contact your installer directly.
- Ensure that the Goods are properly used and maintained. You are responsible for ensuring that the Goods are correctly used, and maintained, in accordance with any use and maintenance instructions provided by us including, without limitation, those contained in the Installation & User Guide.

7. What's not covered?

The warranty covers the repair or replacement of the Goods if they do not comply with the terms of this warranty. It does not cover:

- Re-installation and unauthorised changes: any subsequent installation of the Goods (including where the Goods are uninstalled and re-installed, transported to a new location, or otherwise re-fitted), and any misuse, alteration, repair or modification without Millboard's prior written approval.



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- Design/specification and regulatory compliance: any defect arising from any drawing, design or specification supplied or provided to us by you (or any third party on your behalf), or any failure to meet applicable local building regulations.
- Transport, handling, storage, installation and maintenance: any damage or defect caused by incorrect transport, handling or storage; incorrect installation (including failure to install in accordance with our instructions); or neglect and/or failure to maintain the Goods in accordance with our recommendations and any instructions provided by us (including failure to follow the Millboard Product Installation Guide, such as storage, cutting, gapping and sealing, and use of recommended fixings).
- Misuse, abnormal use/conditions and external events: any defect or damage caused by wilful damage or abuse, accident, your negligence or the negligence of any third party, abnormal use or conditions (including use other than for external decking for normal pedestrian usage), excessive heat (including fire, hot coals from fire pits, barbeques or chimineas), improper loading, insufficient support or impacts in excess of normal pedestrian traffic, or contact with spiked shoes or other sharp, pointed or jagged objects.
- Any change in appearance of the Goods including contamination, patination, staining, marks, colour change, surface damage or surface degradation, to the extent caused by external factors, including but not limited to:
 - (a) acts or omissions of you, the installer, or any third party;
 - (b) exposure to chemicals, inappropriate cleaning agents, solvents, oils, paints, or other foreign substances;
 - (c) exposure to UV, pollution, salt air, standing water, or other environmental conditions; or
 - (d) any other cause beyond our reasonable control (including any force majeure event).
- Wear and Tear: Ordinary wear and tear of the Goods, including (without limitation) smoothing, scuffing, abrasion, or loss of surface detail or moulding definition, or other wear.
- Dimensional variation of the Goods: that are within our standard production tolerances (which align with industry-accepted standards for products of this type). Outside of our tolerances, we shall remain liable for any dimensional variation that materially affects the Goods' fitness for purpose, structural integrity, or ability to be properly installed in accordance with our instructions.
- Any parts, materials or equipment other than the Goods and including, without limitation, any goods supplied by us which are manufactured by any third party.

8. How to notify us of a Claim under this warranty

If you wish to make a claim under this warranty (Claim) you must:

- **Notify us in writing.** In order to make a Claim you must notify us in writing using the contact details provided above within 30 days of discovering the defect and within the Warranty Period.



- **Provide certain information to us.** You must provide us with such information as we may reasonably request to enable us to assess the validity of your Claim. This may include, without limitation, providing us with proof of purchase and warranty activation, photographs clearly showing the defect and surrounding environment, a detailed description of the defect, and/or the defective Goods (or a sample of them).

We may inspect the Goods on site. Any such visit may be chargeable to you if your Claim is not successful. We may obtain or require you to provide a sample of the alleged defective product for further analysis.

9. What we will do if your Claim is valid

In the event that you have a valid Claim under this warranty we will (at Millboard's option) either repair the Goods, replace the Goods, or refund to you a proportion of the original purchase price paid by you for the Goods (excluding any costs paid by you for delivery, installation, or any other services or ancillary goods provided to you in connection with your purchase of the Goods). The percentage of the purchase price to be refunded will reduce by 4% for each complete year following the original date of purchase.

This shall be your exclusive remedy under this warranty. For the avoidance of doubt, Millboard shall not be responsible under this warranty for any costs, expenses or actions in relation to any installation, removal or disposal of the Goods, except for in Millboard's sole discretion (and not unreasonably withholding or delaying) where Millboard may contribute, as far as is commercially reasonable, to the labour costs associated with the remedy of a valid Claim made within the Warranty Period, under this warranty. If a repair or replacement of the Goods is provided, there shall be no requirement to re-register this warranty.

In accordance with our policy of continuous improvement, the specifications of the Goods may vary over time, including changes to dimensions, colours and other features. If we choose to replace the Goods, we 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.

If you are a consumer, this warranty is provided in addition to your statutory rights as a consumer. Nothing in this warranty affects your statutory rights.

10. Our liability to you (if you are not a consumer)

This clause 10 does not apply to you if you are a consumer. Nothing in this warranty shall limit our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.



Save as set out above:

- we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising, for any loss of profit, or any indirect or consequential loss arising under or in connection with this warranty; and
- our total liability to you in respect of all other losses arising under or in connection with this warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the original purchase price paid by you for the Goods (excluding VAT, and any costs paid by you for delivery, installation, or any other services or ancillary goods provided to you in connection with your purchase of the Goods).

11. Which laws apply to this warranty and where you may bring legal proceedings

This warranty is governed by English law and, unless you are a consumer, you may only bring legal proceedings in the English courts.

If you are a consumer living in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you are a consumer living in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

12. Applicability of this warranty

This version of the Millboard 10-Year/12-Year Limited Structural Decking Warranty applies to purchases made between 1st June 2026 and the date on which this version is superseded by a later version.

Ref: COMM01062026-10/12YR [END]



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