



Siya Africa
Composite Decking

SIYA AFRICA TRADING CC WARRANTY CERTIFICATE

1. DEFINITIONS

- 1.1 "Warrantor" means Siya Africa Trading CC;
- 1.2 "Customer" means;
- 1.3 "Property" means

2. INTRODUCTION

The Warrantor installed composite ceilings, façade wall at entrances, composite benches, tapered tree columns, for the Customer at the Property, as per contract number SC219/40388 dated 6 May 2016, by the Customer and the installation was completed during the course of March 2017.

The Warrantor undertook to warrant all elements of the installation and this warranty reflects that undertaking.

3. ELEMENTS AND DURATION OF WARRANTY

The following elements are warrantor by the Warrantor –

- 3.1 Decking material for a period of 15 years from completion;
- 3.2 Sub frame material for a period of 10 years from completion;
- 3.3 Installation and workmanship for periods of 15 years (decking) and 10 years (sub frame) respectively.

For further information, contact Siya Africa Trading CC
www.siyafrica.co.za

21 Ohm Street, Ohm Street Industrial Park, Kya Sands, Johannesburg 2092
Telephone: [+27 87] 310 4496 • Facsimile: [+27 11] 726 1176



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4. DECKING MATERIAL

- 4.1 The Warrantor warrants that the decking material used in the installation will not crack, splinter, rot, bend or suffer structural damage from fungal decay at the Property, provided that same are maintained by the Customer according to the Warrantor's guidelines.
- 4.2 The Warrantor warrants that any crews or other material used in the installation of the decking will not rust or corrode.
- 4.3 The Customer's remedy for any claim arising out of the warranties described in clauses 4.1 and 4.2 shall be a replacement of the required material by the Warrantor free of cost to the Customer. The replacement shall apply to that portion of the product only that are actually determined as defective.
- 4.4 Replacement material to be provided by the Warrantor may not be the exact replacement, as products are subject to change or are replaced or removed off the market, in which case the Warrantor will replace the product with the closest match possible in colour, design and quality to the original installation.
- 4.5 The warranty described in this clause 4 shall include the costs of labour, transportation and related installation required to put the Customer in the same position as before the damages were suffered and reported.

5. SUB FRAME

- 5.1 The Warrantor warrants that the sub frame used in the installation of the decking will not crack, splinter, rot, bend or suffer structural damage from fungal decay at the Property.
- 5.2 The Warrantor warrants that any crews or other material used in the installation of the sub frame will not rust or corrode.
- 5.3 The Customer's remedy for any claim arising out of the warranties described in clauses 5.1 and 5.2 shall be a replacement of the required material by the Warrantor free of cost to the Customer. The replacement shall apply to that portion of the product only that are actually determined as defective.
- 5.4 Replacement material to be provided by the Warrantor may not be the exact replacement, as products are subject to change or are replaced or removed off the market, in which case the Warrantor will replace the product with the closest match possible in design and quality to the original installation.

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5.5 The warranty described in this clause 5 shall include the costs of labour, transportation and related installation required to put the Customer in the same position as before the damages were suffered and reported.

6. **EXCLUSIONS**

The Warrantor will not be liable for damages suffered by the Customer as a result of -

- 6.1 Any act of God, such as flooding, hurricane, earthquake, lightning, etc;
- 6.2 Environmental conditions such as air pollution, mould, mildew, etc;
- 6.3 Normal weathering defined as natural efflorescence which will cause any coloured surface to gradually fade;
- 6.4 Variations or changes in colour of the Warrantor's products, within reason;
- 6.5 Normal wear and tear;
- 6.6 Where the product is materially altered or modified by the Customer.

7. **CLAIM PROCEDURE**

- 7.1 To make a claim under this warranty the Customer should send a copy of this warranty certificate, the attached invoice and photos of the damaged areas to the Warrantor.
- 7.2 The above information may be forwarded to the Warrantor in any generally recognisable manner, but shall not be valid until the Warrantor acknowledges receipt thereof in writing to the Customer.
- 7.3 The Warrantor shall acknowledge receipt of a warranty claim submitted by the Customer within 7 days of receipt thereof.
- 7.4 The Warrantor undertakes to attend to the required remedy under the warranty claim within 30 days of receipt of the claim, failing which the Customer shall have the right to have the damages rectified by a third party at the cost of the Warrantor.
- 7.5 No alterations or repairs shall be made by the Customer during the said 30 day period referred to in clause 7.4.

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7.6 The Customer shall give the Warrantor reasonable access to the Property for inspection and rectification purposes.

8. LIMITATION OF LIABILITY

8.1 The Customer agrees that the Warrantor's liability under this warranty, whether in contract, in civil action, in negligence or otherwise shall not exceed the aggregate amount of the contract value. Under no circumstances shall the Warrantor be liable for consequential, special or incidental damages, lost profits, loss of business or any other economic damages.

8.2 The Warrantor shall not be bound by any statement or representation as to the performance of the products other than what is contained in this warranty. This warranty shall not be amended or altered except in a written instrument signed by both parties.

8.3 All claims, causes of action or demands shall be made within a year after the defect is discovered or the claim occurred.

8.4 In terms of section 45 of the Magistrate's Court Act the Customer consents (for purposes of the Warrantor taking legal steps to enforce any of its rights in terms of this Agreement) to the jurisdiction of any Magistrate's Court in the area in which the Customer resides or works, notwithstanding the amount involved.

SIGNED AT ON THIS DAY OF 2017

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MRS. LILY ADAMSON
EXECUTIVE MEMBER

.....
MRS. MARY AMOS
EXECUTIVE MEMBER

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