



# Limited Warranty Certificate

## Eva-tech™ composite

This certifies that \_\_\_\_\_ purchased

**Eva-tech™ 10-year / 120-month Limited Warranty**

on \_\_\_\_\_, 20\_\_\_\_\_ from Eva-Last® Distributors (Pty) Ltd

Registration Number: 2014/157047/07  
84 Short Street,  
Rietfontein, Muldersdrift,  
Johannesburg, South Africa  
1747

Owner's name and surname: \_\_\_\_\_

Owner's phone number: \_\_\_\_\_

Address where product is installed: \_\_\_\_\_

Installer's name & surname: \_\_\_\_\_

Installer's phone number: \_\_\_\_\_

Date of installation: \_\_\_\_\_

Product name and description: \_\_\_\_\_

Colour: \_\_\_\_\_ Finish: \_\_\_\_\_

Installer's signature

\_\_\_\_\_

Owner's signature:

\_\_\_\_\_

On purchase, the Owner needs to register their Eva-tech™ Product/s online at [www.eva-last.co.za](http://www.eva-last.co.za) within 14 days of purchase in order for the warranty to be valid. Remember to keep this Limited Warranty document, along with the installation receipt for your records.

Any action relating to any Eva-tech™ Product claims must be brought within thirty (30) days after a problem has been identified. No claims will be allowed after this 30-day period has expired.

This warranty shall be read and construed subject to any such statutory provisions. This warranty gives the Owner specific legal rights.

| Years since purchase | Percent defective material covered |
|----------------------|------------------------------------|
| Years 0-5            | 100%                               |
| Years 6-7            | 80%                                |
| Years 8-9            | 60%                                |
| Years 10             | 40%                                |

**Eva-tech™ Limited Warranty**

Eva-Last® offers a ten (10) year limited warranty for all of its Eva-tech™ Products. This warranty applies to any Eva-tech™ Product that has been properly installed under the conditions of the Eva-Last® Installation Guide and yet shows signs of defect, such as splintering, flaking or corroding. This warranty further covers any Eva-tech™ Product which, although properly installed, becomes structurally unfit from rotting, splitting, cupping, termite or fungal decay within ten (10) years from the date of purchase. Colour variations and slight fading may occur, however the warranty ensures the material will never lose its inherent colour properties.

The Eva-tech™ Limited Warranty does not cover the cost of installation, removal of debris/waste or reinstallation and transportation of materials. The manufacturer's sole obligation is limited to the replacement of Eva-tech™ Products only and shall have no further obligation or liability except as stated herein. Eva-Last® may elect to pay a percentage of the original purchase price under the prorated schedule within the warranty in lieu of replacement of the Eva-tech™ Product/s.

The Owner assumes all risk and liability associated with the construction and use of Eva-tech™ Product/s. The Owner acknowledges that Eva-tech™ Products are not structural lumber and therefore may not be used as such. Eva-Last® recommends taking all necessary steps to ensure the safety of everyone involved in the use and construction of Eva-tech™ Products, including but not limited to, wearing/using the proper safety equipment and working in appropriate weather conditions.

The length of the warranty for each product covered by this Limited Warranty is set forth below:

|                  |                      |
|------------------|----------------------|
| Eva-tech™ boards | 10-year / 120-months |
|------------------|----------------------|

The Limited Warranty for all Eva-tech™ Products takes effect on the date of retail purchase. By purchasing an Eva-tech™ Product/s you agree to the terms and conditions herein. If you are not satisfied with the terms and conditions provided in this Limited Warranty, please return all unopened marketable Eva-tech™ Products to the original place of purchase for a refund.

**Definitions**

"Eva-Last®" means Eva-Last® Distributors (Pty) Ltd.

"Eva-tech™ Products" means first generation decking products and accessories sold by Eva-Last® Distributors (Pty) Ltd.

"Decking Products" means Eva-tech™ boards.

"Owner" means the owner/purchaser of the property at the time the Eva-tech™ Product/s are installed. If you purchase a new residence from the builder and are the first person to occupy the residence, Eva-Last® will consider you to be the Owner even though the Eva-tech™ Product/s were already installed.

"Purchase" means the retail purchase of the Eva-tech™ Products.

"Purchaser" means someone who purchases the Eva-tech™ Product/s.

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed above.



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## Eva-tech<sup>™</sup> composite

### The responsibility of the Owner

The Purchaser is solely responsible for the use and application of any and all Eva-tech<sup>™</sup> Product/s, including but not limited to; determining suitability and compliance with applicable building and safety codes for a specific application. Eva-Last<sup>®</sup> shall not be bound by any statement or representation as to the performance of Eva-tech<sup>™</sup> Product/s other than what is contained in this warranty. No person or entity is authorised by Eva-Last<sup>®</sup> to make such statements or representations. This warranty shall not be amended or altered except in written form and signed by Eva-Last<sup>®</sup> and the Purchaser. This warranty is exclusive and in lieu of any other warranties expressed or implied as to the merchantability, fitness for a particular purpose or non-infringement with respect to Eva-tech<sup>™</sup> Product/s. In no case shall Eva-Last<sup>®</sup> be liable for any incidental or consequential damages.

### Eva-Last<sup>®</sup> is not responsible for:

- the cost of labour for installing replacement products
- the transport costs of replacing any materials
- the cost of any materials (other than the replacement Eva-tech<sup>™</sup> Product/s as provided herein) including, without limitation, sub-structure, supporting structure, etc; or
- the cost of removing or disposing of Eva-tech<sup>™</sup> Product/s or other materials which are to be replaced. Replacement Eva-tech<sup>™</sup> Product/s will be warranted only for the remainder of the original Term. Tender of payment of the cost of replacement Eva-tech<sup>™</sup> Products shall terminate all liability of Eva-Last<sup>®</sup> under this Limited Warranty and all applicable implied warranties.

### What is the lifetime of Eva-tech<sup>™</sup> Products?

It is natural for decking products to age. The process begins as soon as they are installed and exposed to the natural elements. The duration Eva-tech<sup>™</sup> Product/s will continue to perform for their intended purpose will depend on many factors, including, but not limited to the quality of installation, weather, snow, intensity of the sun, pollution, debris, usage, cleaning and care. Because no two installations experience these and other ageing factors in the same way, it is difficult to accurately predict the period of time Eva-tech<sup>™</sup> Product/s will last. This Limited Warranty, subject to its terms and conditions, provides you with peace of mind and support in the event of a manufacturing defect which causes an Eva-tech<sup>™</sup> Product/s to fail. If Eva-tech<sup>™</sup> Product/s exhibit signs of failure, damage or degradation, such products should be replaced or repaired immediately, as this may become a safety hazard.

### Notification of a claim

In submitting a claim, the Owner must fill out a Warranty Claim Form (available at [www.eva-last.co.za](http://www.eva-last.co.za)) and submit his/her claim along with the signed warranty certificate, original purchase invoice noting purchase date, pictures of defective products and a detailed description, within thirty (30) days following discovery of a problem.

If the Owner fails to notify Eva-Last<sup>®</sup> as provided herein, all obligations of Eva-Last<sup>®</sup> under this Limited Warranty and all applicable implied warranties and conditions shall terminate. Notice to your contractor, dealer or home builder does not imply notice has been given to Eva-Last<sup>®</sup>. Follow ups on claims can be directed to [warranty@eva-last.co.za](mailto:warranty@eva-last.co.za).

### Right of inspection and claim processing

Eva-Last<sup>®</sup> reserves the right to inspect the materials and investigate any and all claims that have been made. Eva-Last<sup>®</sup> shall have a reasonable time after notification to process a claim. The Owner shall provide Eva-Last<sup>®</sup> with reasonable access to the indicated Eva-tech<sup>™</sup> Product/s for purposes of inspection. If requested by Eva-Last<sup>®</sup>, the Purchaser must complete and deliver the said product to Eva-Last<sup>®</sup> at the Purchaser's expense. A warranty questionnaire, photographs of the defective Eva-tech<sup>™</sup> Product/s, proof of purchase of the Eva-tech<sup>™</sup> Product/s, and samples of the Eva-tech<sup>™</sup> Products should also be returned to Eva-Last<sup>®</sup> as part of the claim items needed. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in Eva-Last<sup>®</sup>'s investigation of the claim (such as by failing to provide samples of the affected Eva-tech<sup>™</sup> Product/s, proof of Purchase, photographs, estimate, or a completed warranty questionnaire), Eva-Last<sup>®</sup>'s obligation under this Limited Warranty shall be immediately terminated. If Eva-Last<sup>®</sup> determines there are manufacturing defects covered by this Limited Warranty, Eva-Last<sup>®</sup> will have a reasonable time after receipt of notification to process the Owner's claim.

### Transferability

This Limited Warranty may not be transferred.

### Exclusions from Limited Warranty coverage

Eva-Last<sup>®</sup> 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:

- Improper installation of Eva-tech<sup>™</sup> Product/s and/or failure to abide by Eva-Last<sup>®</sup>'s Installation Guidelines (available at [www.eva-last.co.za](http://www.eva-last.co.za)), including but not limited to improper gapping.
- Use of Eva-tech<sup>™</sup> Product/s beyond normal use, or in an application not recommended by the Eva-Last<sup>®</sup> Installation Guide and local building codes.
- Movement, distortion, collapse or settling of the ground or the supporting structure on which the Eva-Last<sup>®</sup> Product/s are installed.
- Damage to any building or supporting structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
- The cost of removal, reinstallation or disposal of any Eva-tech<sup>™</sup> Product/s, or for any costs associated with such, including labour, freight or taxes, unless otherwise stated in this Limited Warranty.
- Any Act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental conditions (such as air pollution, mould, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.).
- 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.
- Staining or discolouration due to foreign substances including, but not limited to food, beverages, dirt, oil, grease and chemicals found in cleaners not approved for use in the Eva-Last<sup>®</sup> Cleaning & Care Guide.
- Variations in uniformity of colour, variations or natural changes in colour, weathering, colour fading and natural efflorescing.
- Heat damage caused by sources including, fire and other enhanced or concentrated solar reflectivity or any other heat source.
- Damage caused by improper handling, transport, storage, abuse or neglect of the Eva-tech<sup>™</sup> Product/s by the Purchaser, the transferee or third parties.
- Damage caused by factors that are beyond the reasonable control of Eva-Last<sup>®</sup>.
- Any fasteners not supplied by Eva-Last<sup>®</sup>.

Eva-Last<sup>®</sup> does not warrant Eva-tech<sup>™</sup> Product/s or any other Eva-Last<sup>®</sup> Product/s to be stain proof, and does not provide warranty coverage for food or beverages which are not properly and promptly cleaned as provided in the Eva-Last<sup>®</sup> Cleaning & Care Guide or for any staining or damage to Eva-tech<sup>™</sup> Product/s caused by abrasive compounds, mould, mildew, paints or stains, solvents, metallic rust, or other non-food or non-beverage substances, including, but not limited to, biocides, fungicides, insect repellent, insecticides, plant foods or bactericides, motor oil and suntan/sunscreen lotions.

Under no circumstance will the Limited Warranty cover costs beyond the original purchase price of the defective Eva-tech<sup>™</sup> Product/s, as stated in the original purchase invoice.

Eva-tech<sup>™</sup> Product/s located in higher-traffic areas may show wear earlier than other areas. Eva-tech<sup>™</sup> Product/s installed at different times will vary in colour due to natural weathering and outdoor exposure. Dragging objects across the deck may cause surface scratches. Colour variation occurs naturally in the manufacturing process and, as with natural lumber, should be expected. Surface wear, scratches, minor degradation and colour variation are not defects and are excluded from coverage under this Limited Warranty. The serviceable life of the Eva-tech<sup>™</sup> Product/s is affected by several factors, such as quality of installation, maintenance and normal wear and tear. These are all factors beyond Eva-Last<sup>®</sup>'s control and for which Eva-Last<sup>®</sup> makes no warranty. No representative, employee or other agent of Eva-Last<sup>®</sup> or any person other than Eva-Last<sup>®</sup>'s directors, has authority to assume for Eva-Last<sup>®</sup> any additional liability or responsibility in connection with the products except as described herein.

This Limited Warranty applies to Eva-Last<sup>®</sup> Product/s purchased on or after 1 September 2015 and supersedes all previously published warranties for such products. The terms and conditions of the Limited Warranty for Eva-tech<sup>™</sup> Product/s may change periodically. The Limited Warranty set forth above was the Limited Warranty offered by Eva-Last<sup>®</sup> at the date of printing. Only the Limited Warranty offered by Eva-Last<sup>®</sup> at the time of purchase of the Eva-tech<sup>™</sup> Product/s shall apply. Consult Eva-Last<sup>®</sup>'s website at [www.eva-last.com](http://www.eva-last.com) for current Limited Warranty information.