

Marley Eco-Tuff Building Plank

Limited Product Warrantee

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- **Terms & Conditions**
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Document Version: 1.0

Product: Marley Eco-Tuff Building Plank

Prepared by: Marley Roofing South Africa



Welcome!

The Marley Eco-Tuff Building Plank is a durable composite building plank manufactured from recycled plastic and wood fibre. It has been specifically developed for use as an external wall cladding system, decking and other non-structural applications when installed onto suitably designed light-frame structures.

1. Limited Warranty

Marley SA (Pty) Ltd trading as Marley Roofing ("Marley Roofing") warrants to the original purchaser ("Purchaser") that Marley Eco-Tuff Building Planks ("the Product") are free from manufacturing defects in materials and workmanship and will retain their structural integrity for a period of **twenty (15) years** from the original date of purchase, subject to the terms, conditions and exclusions contained in this Limited Warranty.

This warranty applies only to genuine Marley Eco-Tuff Building Planks purchased from Marley Roofing or an authorised Marley Roofing distributor.

This warranty is non-transferable and applies only to the original purchaser.

2. Warranty Period

The Product is warranted for a period of **15 years** from the original purchase date against manufacturing defects that materially affect its intended performance when:

- correctly stored;
- correctly transported;
- installed in accordance with the latest Marley Eco-Tuff Building Plank Installation Guide;
- maintained in accordance with Marley Roofing's recommendations; and
- used for its intended purpose.

3. What This Warranty Covers

Subject to the conditions contained herein, Marley Roofing warrants that the Product will remain free from manufacturing defects that result in:

- structural cracking caused by manufacturing defects;
- splitting caused by manufacturing defects;
- delamination or separation of the composite material;
- abnormal deterioration resulting directly from manufacturing defects;
- failure of the composite material under normal intended use.

This warranty applies only where the Product has been installed as external cladding, flooring or decking on a properly designed and constructed light-frame structure.

4. Natural Characteristics

Eco-Tuff Building Planks contain recycled wood fibre and recycled polymers.

As with most exterior composite products, exposure to sunlight and weather will naturally result in gradual colour weathering over time.

Natural colour fading, weathering and slight dimensional movement caused by temperature variation are normal characteristics of the Product and do not constitute manufacturing defects.

5. Remedy

Should Marley Roofing determine that a valid warranty claim exists, Marley Roofing may, at its sole discretion:

- replace the defective Product;
- repair the defective Product where practical;
- refund the original purchase price of the defective Product; or
- provide equivalent replacement material.

Marley Roofing reserves the exclusive right to determine the appropriate remedy.

The warranty applies only to the defective Product and does not extend the original warranty period.

6. Recommended Pro-Rated Warranty Schedule

Should Marley Roofing elect to compensate financially rather than replace the Product, the maximum compensation shall not exceed the original purchase price of the defective Product and may be limited as follows:

Years from Purchase Maximum Compensation

0 – 1 years	100%
2 – 3 years	90%
3 – 4 years	80%
Over 5 – 7 years	60%
Over 8 – 10 years	50%
Over 11 –15 years	20%
Over 16 – 20 years	0%

Marley Roofing reserves the right to replace the Product instead of providing financial compensation.

7. Conditions of this Warranty

This warranty is valid only where:

- proof of purchase is retained;
- the Product has been installed using genuine Marley Eco-Tuff Fixing Clips or approved fixing systems;
- approved corrosion-resistant fasteners have been used;
- the supporting structure complies with the applicable South African National Standards (SANS);
- installation complies with the latest Marley Eco-Tuff Installation Guide;
- the Product has been maintained in accordance with Marley Roofing recommendations;
- adequate provision has been made for thermal expansion and contraction;
- butt joints are fully supported over structural framing;
- recommended maximum stud and joist spacings have not been exceeded;
- damaged Product has not been installed.

Failure to comply with these requirements may invalidate this warranty.

8. Installation Requirements

The Product must be installed in accordance with:

- the latest Marley Eco-Tuff Building Plank Installation Guide;
- the National Building Regulations;
- applicable SANS standards;
- Agrément South Africa requirements (where applicable);
- local municipal requirements.

Failure to comply with these requirements shall void this warranty.

9. Maintenance Requirements

To maintain this warranty the Product should:

- be inspected annually;
- be kept free of accumulated debris;
- be washed periodically using clean water and mild detergent;
- have damaged planks replaced promptly;
- have exposed fasteners inspected for corrosion or loosening;
- have painted surfaces maintained in accordance with Marley Roofing paint recommendations.

10. Warranty Exclusions

This warranty does not cover:

10.1 Incorrect Storage

Damage resulting from:

- improper storage;
- excessive heat exposure before installation;
- prolonged standing water;
- physical abuse during transport or storage.

10.2 Incorrect Installation

Including but not limited to:

- installation contrary to the Marley Installation Guide;
- incorrect plank orientation;
- failure to pre-drill face-fixed holes;
- over-tightening screws;
- unsupported butt joints;
- excessive framing centres;
- installation on structurally inadequate framing;
- use of non-approved fasteners;
- installation using damaged Product.

10.3 Structural Movement

Damage caused by:

- settlement of foundations;
- structural movement;
- building subsidence;
- movement of supporting framing;
- inadequate engineering design.

10.4 External Causes

Including:

- impact damage;
- vehicle collisions;
- vandalism;
- fire;
- explosions;
- chemical spills;
- industrial pollution;
- excessive heat;
- excessive loading;
- abuse;
- misuse;
- negligence.

10.5 Acts of Nature

Damage resulting from:

- floods;
- hail;
- lightning;
- earthquakes;
- tornadoes;
- cyclones;

- hurricanes;
- fire;
- severe storms;
- wind loads exceeding the structural design.

10.6 Natural Weathering

This warranty does not cover:

- normal colour fading;
- surface weathering;
- scratches;
- cosmetic marks;
- normal wear;
- staining;
- mould or mildew growing on surface contaminants rather than within the Product;
- changes caused by environmental conditions.

10.7 Alterations

This warranty excludes Product that has been:

- chemically treated;
- modified;
- machined contrary to Marley recommendations;
- repaired using non-approved materials.

11. Items Not Covered

This warranty does not cover:

- labour costs;
- removal of existing Product;
- installation costs;
- scaffolding;
- transportation costs;
- engineering costs;
- professional fees;
- accommodation;
- loss of profits;
- loss of business;
- consequential damages;
- indirect damages;
- incidental damages.

12. Limitation of Liability

Except where prohibited by applicable law, Marley Roofing's total liability under this warranty shall not exceed the original purchase price of the defective Product.

No employee, distributor, contractor or reseller is authorised to extend or modify this warranty unless confirmed in writing by Marley Roofing.

Nothing in this warranty limits any rights available to consumers under the South African Consumer Protection Act (Act 68 of 2008).

13. Warranty Claims Procedure

Any claim must be submitted in writing within **30 days** after the defect is first discovered.

Claims must include:

- proof of purchase;
- photographs of the installation;
- photographs clearly showing the defect;
- installation address;
- installer details (if applicable);
- description of the defect;
- date of installation.

Marley Roofing reserves the right to inspect the installation before approving any claim.

No Product may be removed or replaced until Marley Roofing has completed its inspection unless authorised in writing.

14. Governing Law

This Limited Warranty shall be governed by the laws of the Republic of South Africa.

Any dispute arising from this warranty shall be subject to the jurisdiction of the South African courts.

Important Notice

This warranty is issued subject to the latest version of the Marley Eco-Tuff Building Plank Installation Guide. Failure to follow the Installation Guide, including requirements relating to framing, fixing methods, butt joint support, thermal movement, maintenance and approved installation practices, may invalidate this warranty.

Marley Roofing reserves the right to amend this warranty without prior notice. The version applicable to the Product shall be the version in effect on the original date of purchase.

APPENDIX A

Marley Roofing Eco-Tuff Building Plank

Product Warranty Registration Form

Please complete and retain a copy of this form for your records.

Registration of your Marley Eco-Tuff Building Plank installation enables Marley Roofing to maintain an accurate record of your project and assists in the efficient processing of any future warranty claims.

1. Purchaser Information

Full Name

Company (if applicable)

Telephone

Email Address

2. Installation Address

Street Address

Suburb

City / Town

Province

Postal Code

Country

3. Product Information

Product Purchased

☐ Marley Eco-Tuff Building Plank

Colour

Length(s)

Quantity Purchased

Approximate Area Installed (m²)

Invoice Number

Purchase Date

Supplier / Distributor

4. Installation Information

Installation Date

Installation Completed By

☐ Homeowner (DIY)

☐ Contractor

☐ Builder

☐ Carpenter

Company Name (if applicable)

Installer Contact Number

Installer Email

5. Building Information

Application (Tick all applicable)

☐ External Wall Cladding

☐ Decking

☐ Flooring

☐ Garden Structure

☐ Office

☐ Cabin

☐ Other

Specify

Framing Type

☐ Timber Frame

☐ Light Steel Frame

☐ Other

6. Installation Checklist

Please confirm the following:

☐ Product stored correctly before installation.

☐ Installation followed the latest Marley Eco-Tuff Installation Guide.

- ☐ Recommended stud/joist spacing was used.
 - ☐ Genuine Marley Eco-Tuff Fixing Clips were installed.
 - ☐ Approved corrosion-resistant screws were used.
 - ☐ Butt joints are fully supported.
 - ☐ Thermal expansion requirements were followed.
 - ☐ Product inspected before installation.
 - ☐ Building complies with applicable regulations.
-

7. Supporting Documents

Please retain copies of:

- ☐ Original Proof of Purchase
 - ☐ Installation Photographs
 - ☐ Completed Maintenance Log
 - ☐ Building Plans (where applicable)
 - ☐ Installer Invoice
-

8. Purchaser Declaration

I declare that the information contained in this registration form is true and correct to the best of my knowledge.

I confirm that the Marley Eco-Tuff Building Plank has been installed in accordance with the Marley Roofing Installation Guide and all applicable regulations.

Purchaser Signature

Date

Office Use Only

Warranty Registration Number

Date Received

Verified By

Comments

APPENDIX B

Marley Roofing Eco-Tuff Building Plank

Annual Maintenance & Inspection Log

Routine inspections help maximise the service life of your Marley Eco-Tuff Building Plank installation.

Marley Roofing recommends completing this inspection at least once every 12 months, and after any severe storm, flooding, hail event or structural damage.

Annual Inspection Checklist

Inspection Item	Yes	No	Comments
Surface free from excessive dirt and debris	☐	☐	
Surface cleaned with mild detergent and clean water	☐	☐	
No excessive movement of planks	☐	☐	
Butt joints remain fully supported	☐	☐	
Tongue-and-groove joints remain fully engaged	☐	☐	
No abnormal cracking or splitting	☐	☐	
No delamination observed	☐	☐	
No loose planks	☐	☐	
Fixing clips secure	☐	☐	
Exposed screws remain secure	☐	☐	
No corrosion on exposed fasteners	☐	☐	
Framing shows no signs of movement	☐	☐	
Adequate drainage maintained	☐	☐	
Deck remains free of standing water (where applicable)	☐	☐	
Painted surfaces in good condition (if painted)	☐	☐	

Maintenance Performed

Cleaning Undertaken

Repairs Completed

Components Replaced

Paint Maintenance (if applicable)

Additional Notes

Inspection Record

Inspection Date Inspector Corrective Action Required Completed

Severe Weather Inspection Record

Complete this section following exceptional weather events.

Date Event Damage Observed Repairs Completed

Warranty Claim Record

Claim Date Claim Number Outcome

Owner Declaration

I certify that the above inspections and maintenance have been completed to the best of my knowledge and that the information recorded is accurate.

Owner Name

Signature

Date

DISCLAIMER

Marley Roofing reserves the right to amend product specifications and installation recommendations without prior notice as product development continues.

Where uncertainty exists regarding any aspect of design or installation, consult Marley Roofing or an appropriately qualified building professional before proceeding.

Important Note: Technology may change with time, necessitating changes to this Installation Guide.

It is the responsibility of the user to ensure that the latest Technical Datasheets and Installation Guides are being used for reference. Marley Roofing Technical Data Sheets are available on our website www.marleyroofing.co.za or please contact us at 010 600 0284.

Email info@marley.co.za

Marley SA (Pty) Ltd trading as Marley Roofing, is a member of the Ubora Group, the industrial division of Kutana Group of Companies.

CONTACT DETAILS:

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