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Nowa Tech (Pty) Ltd 15-year Limited Warranty



1. This Warranty is automatically rendered to the purchaser of Nowa Tech composite decking materials and extends to the following products provided for by Nowa Tech (Pty) Ltd: NowaBatten; NowaBeam; NowaDeck150; NowaDeck110; NowaDeck75; NowaClip; NowaCorner50; NowaFascia140.

2. This warranty is provided to the purchaser for a period of 15 (fifteen) years from the date of invoice ("term") and not from date of installation.

3. The decking materials will be free from defects in materials and workmanship and will not: crack, split, splinter, rot, suffer termite damage or fungal decay.

4. To be valid, the purchaser must notify Nowa Tech immediately of any defects without any undue delay, failing which the defects will fall outside the scope of this Warranty.

5. Once the purchaser becomes aware of such defect, he/she will notify Nowa Tech in writing attaching a copy of the invoice and details setting out the defects, to the following email address: connect@nowatech.green

6. Nowa Tech may request any additional information it may deem necessary.

7. If the purchaser fails to provide a copy of their invoice, details setting out the defects and/or additional information requested by Nowa Tech then this Warranty will not extend to the purchaser.

8. Once Nowa Tech receives the requisite information in respect to the defect, it will assess the extent of the defect and either repair or replace the defect within a reasonable period.

9. Nowa Tech will not refund or credit a purchaser for any defective goods after a period of 6 (six) months of installations of any defects, under section 56(2) of the Consumer Protection Act, 68 of 2008 as amended. It will be in the sole discretion of Nowa Tech after six months to reimburse or credit the purchaser.

10. If details provided on the defect is misrepresented and/or excluded in terms of this Warranty, the purchaser will be liable for all expenses in respect to the inspection of defective product/s.

11. This Warranty will only be transferred 1 (one) time, within the 15 (fifteen) year period beginning from the date of invoice by purchaser, to a subsequent buyer of the property upon which the Nowa Tech decking products were originally installed.

12. Nowa Tech will not be liable for any repair, replacement or refund of defective products in respect to this warranty resulting from force majeure.

13. Nowa Tech will not be liable for any defect resulting from improper installation of the Nowa Tech decking products and/or failure to abide by Nowa Tech's installation guidelines and local building codes.

14. Nowa Tech will not be liable for the use of Nowa Tech products beyond normal use, or in an application not recommended by Nowa Tech.

15. The purchaser shall have no claim against Nowa Tech for any damages of Nowa Tech decking materials arising from movement, distortion, collapse or settling of the ground or the supporting structure on which the Nowa Tech decking materials are installed.

16. Nowa Tech decking materials are manufactured using recycled polyvinyl chloride (PVC), as a result of this Nowa Tech decking materials are variable in colour resulting in batch variations.

17. Normal weathering due to exposure to sunlight, weather, atmosphere and traffic can cause pigmented surfaces to, amongst other things, flake, chalk or accumulate dirt or stains. Within reason, the purchaser agrees to follow corrective actions, such as cleaning or sanding, as may be recommended by Nowa Tech.

18. Nowa Tech will not be liable for any damage arising from misuse, improper handling, incorrect storage, abuse or neglect of the Nowa Tech decking products by the purchaser, the transferee or third parties.

19. This Warranty shall not cover and be responsible for costs, expenses incurred with respect to the removal of the defective Nowa Tech products or the installation of replacement materials, including but not limited to labour and freight.

20. The remedies stated herein are the purchasers sole and exclusive remedy in respect of defective products. Any and all conditions, warranties and terms implied by statute or otherwise are hereby excluded to the maximum extent permitted by law. Nowa Tech is not bound to any other terms and conditions than the terms and conditions stated in these Warranty Terms.

21. If Nowa Tech is prevented from or hindered in performing its obligations under these Warranty Terms by reason of any cause beyond Nowa Tech's control (including without limitation, war, riot, accident, fire, strike, flood or other natural disaster, act of terrorism, general shortage of raw material, import or export restrictions or labour disputes) the time for performance shall be extended by a period equal to that during which the cause preventing or hindering the performance exists.

22. Nowa Tech will not be held liable for any consequential, incidental or indirect loss or damage arising out of or in connection with the Terms of this Warranty.

23. If any provision, or part of provision, of these Warranty Terms would be held by a court arbitration tribunal or authority of competent jurisdiction to be invalid or unenforceable under applicable law, such provision shall be amended, modified or deleted to the extent necessary to comply with applicable law, and the remaining part of these Warranty Terms shall remain in full force and effect.

24. This Warranty will be interpreted and adjudicated in terms of South African Law, within jurisdiction of South Africa.

25. It is the sole responsibility of the purchaser to read and be aware of the Terms of the Warranty.