

# Composite Wood (CW) **PRODUCT WARRANTY**



## **Composite Wood** **WARRANTY TERMS AND CONDITIONS**

**Composite Wood** warrants to the original purchaser of Composite Wood (“Purchaser”) that the building material (“Product”) shall perform as described in the product specifications under normal use and service for the duration of the warranty period. That warranty period of up to twenty five (25) years from the original purchase date for Residential Applications and ten (10) years for Commercial Applications product dependent.

This warranty only covers the original purchaser, residential or commercial as may be, of the Composite Wood products noted below; for the limited warranty, the “original purchasers” who were the actual property owners upon which products of Composite Wood were installed.

<b>Residential Applications</b>				
Time After original Purchase	Deluxe Decking Range	Premium Decking Range	Classic Decking Range	Castellated Cladding
0-5 years	100%	100%	100%	100%
5-10 years	80%	75%	50%	50%
10-15 years	60%	50%	20%	20%
15-20 years	40%	25%	-	-
20-25 years	20%	-	-	-
> 25 Years	0%	-	-	-

<b>Commercial</b>				
Time After original Purchase	Deluxe Decking Range	Premium Decking Range	Classic Decking Range	Castellated Cladding
0-2 years	100%	100%	100%	100%
2-4 years	80%	75%	50%	50%
4-5 years	60%	50%	20%	20%
5-7 years	40%	25%	-	-
7-10 years	20%	-	-	-
> 10 Years	0%	-	-	-

### **Exclusions of the Warranty:**

Composite Wood 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 Composite wood products; and/or failure to abide by Composite Wood installation guidelines, including but not limited to improper gapping;
- use of the Composite Wood Products beyond normal use, or in an application not recommended by Composite Wood guidelines, local building codes and applicable laws;

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- Damage to Composite Wood products caused by acts of God which include but not limited to storms, tempest, flooding, earthquakes or any other unusual or extreme weather conditions that may occur;
- Surface defects such as minor blemishes as well as surface defects caused by the growth of bacteria, fungi, mildew, mould, or any other organism which could naturally form and could occur due to lack of maintenance, and any exposure to or application of paints or any improper cleaning solutions, coatings, liquid chemicals;
- Settlement, movement, or defects in the building, foundation, supporting structure, or ground upon which Composite Wood products are installed;
- Improper storage or handling of the Product;
- Dragging or movement of furniture, equipment, or other items on the surface of the deck;
- Shading, or variations in the color of your decking product including discoloration caused by normal weathering, chipping, or scratching;
- Ordinary wear and tear;
- For any other claim not expressly authorized herein.

This warranty shall not cover, and Composite Wood shall not be responsible for, costs and expenses incurred with respect to the removal of the defective Composite Wood Products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the sole and exclusive remedy for breach of any warranty.

## **Claim Procedure:**

1. Lodge a written claim within seventy-two (72) hours of the defect becoming apparent to [info@compositewood.com.au](mailto:info@compositewood.com.au)
2. Provide proof of purchase
3. Provide visual documentation of fault via photo and/or video
4. Upon receiving your claim, Composite Wood will send an authorised representative to inspect the product and will require access to the area in question
5. After the warranty inspection the team will make a warranty claim report and conclude the investigation. The purchaser is then provided the outcome.

## **Remedy:**

Composite Wood, at its discretion, will either repair or replace any defective Product covered under this warranty. If the exact Product is not available, Composite Wood reserves the right to provide a similar Product of equal value.

Please note that replacement products may not be available in the future and will depend on the manufactured stock at the time of the claim under the warranty. Upon provision of replacement products where applicable, Composite Wood will provide replacement products from its then current Range which are as close in nature to the original products as reasonably possible in satisfaction of its obligations under this warranty.

## **Limitation of Liability:**

The remedies provided under this warranty are the sole and exclusive remedies available to the Purchaser. Manufacturer shall not be liable for any incidental, consequential, or indirect damages arising out of the use or inability to use the Product.

## **Governing Law:**

The benefits provided to the consumer by the warranty are in addition to other rights and remedies available to the consumer under the law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## **Contact Information:**

For warranty inquiries or claims, please contact [info@compositewood.com.au](mailto:info@compositewood.com.au)

## **Acknowledgment:**

By purchasing and/or using the Product, the Purchaser acknowledges that they have read, understood, and agreed to the terms and conditions of this warranty.