



NewTechWood

NEWTECHWOOD LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR NEWTECHWOOD PRODUCT.

This warranty is issued by

Urban Direct Wholesale Pty Ltd (ACN 608 304 945)

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Urban Direct Wholesale Pty Ltd gives the warranty set out in this document in relation to its NewTechWood products.

All references in this Limited Warranty to NewTechWood, the entity, are references to Urban Direct Wholesale.

Correspondence and claims regarding the warranty set out in this document must be sent in writing to Urban Direct Wholesale Pty Ltd at the postal or email address set out above, in accordance with the Claims Procedure below.

The Limited Warranty

Urban Direct Wholesale warrants to the "original purchaser" of the NewTechWood products noted below will remain free from material manufacturing defects and will not:

- splinter;
- delaminate;
- rot;
- will not suffer termite damage and fungal decay.

in the following conditions:

- (i) under normal and proper service conditions,
- (ii) when installed according to the NewTechWood Installation Guidelines*
- (iii) when used and maintained in an above-ground application;

within the following periods after the original purchase date ("Warranty Periods"), provided that the original purchaser maintains ownership of the real property upon which the NewTechWood product was installed.

| NewTechWood Product | Warranty Period – Residential | Warranty Period - Commercial |
|----------------------------|--------------------------------------|-------------------------------------|
| NewTechWood Decking | 25 years | 10 years |
| NewTechWood Cladding | 25 years | 10 years |
| NewTechWood Screening | 25 years | 10 years |
| NewTechWood Deck Tiles | 10 years | 5 years |

*NewTechWood Installation Guidelines are available from your NewTechWood retailer, your installer or from the official Australian website www.newtechwood.com.au or by writing to Urban Direct Wholesale at the address stated above.

In the event of a failure of the above described NewTechWood products within the applicable Warranty Period, when properly installed, used and maintained in the manner

required, the nonconforming item will be replaced in the manner set forth in the Claim Procedure section below, and in relation to the Pro-rated Warranty Schedule.

Claim Procedure:

In order to proceed with a Warranty claim the Purchaser must send to Urban Direct Wholesale, at the address above, in no event later than thirty (30) days after any discovery of a possible non-conforming nature of or other failure of the NewTechWood product, the following:

- A copy of this Warranty Document
- Proof of original Purchase*
- Photos or other supporting evidence of the defective NewTechWood product.

*Original Proof of Purchase must adhere to the following conditions:

- Must be from an authorised NewTechWood product dealer
- Must show:
 - Date of the original purchase
 - That sufficient NewTechWood product has been purchased to cover the number of linear metres claimed to be damaged.

Upon discovering a possible defect of any NewTechWood product, the Purchaser shall, at the Purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected.

Upon written request, the Purchaser must allow a NewTechWood representative to enter the Purchaser's property to inspect the alleged non-conforming product. The Purchaser is not authorised to make any permanent repairs or remove any of the NewTechWood products prior to NewTechWood having completed its claim investigation and, should the Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty. No NewTechWood products shall be returned to NewTechWood unless directed by NewTechWood, in writing, to do so. Any removal or disposal of defective NewTechWood products shall be at the Purchaser's sole cost and expense.

Pro-Rated Warranty Schedule:

RESIDENTIAL

| RECOVERY | 10 Yr Residential | 25 Yr Residential |
|-----------------|--------------------------|--------------------------|
| 100% | 0–5 years | 0–10 years |
| 80% | 6 years | 11–13 years |
| 60% | 7 years | 14–16 years |
| 40% | 8 years | 17–19 years |
| 20% | 9 years | 20–22 years |
| 10% | 10 years | 23–25 years |

COMMERCIAL

| RECOVERY | 5 Yr Commercial | 10 Yr Commercial |
|-----------------|------------------------|-------------------------|
| 100% | 0–1 years | 0–5 years |
| 80% | 2 years | 6 years |
| 60% | 3 years | 7 years |
| 40% | 4 years | 8 years |
| 20% | 5 years | 9 years |
| 10% | - | 10 years |

General Conditions, Exclusions and Limitations

This warranty does not cover damages attributable to:

- Improper installation of NewTechWood products;
- Failure to abide by written instructions by an authorised representative of the product – eg an authorised reseller, or Urban Direct Wholesale;
- Failure to comply with any applicable laws or building codes, including but limited to improper structural support, fastening, ventilation or gapping;
- Use of NewTechWood products beyond normal use or in an application not recommended or permitted by NewTechWood's written instructions;
- Movement, distortion, collapse or settling of the ground or the supporting structure upon which NewTechWood Products are installed;
- Defects in, or failure arising from decking or wall structure resulting from water caused by improper installation, workmanship, maintenance or repair;
- Any Act of God, including but not limited to, flooding, hurricane, tornado, cyclone, wind, earthquake, lightning, hail etc
- Discolouration, fading, spotting or staining from or caused, in whole or in part, by mould, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), direct, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including those found in cleaners), or normal weathering (defined by natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate direct or stains);
- Casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces;
- The application of paints, stains, surface treatments or other chemical substances including but not limited to clearers or pesticides;
- Fading, flaking or other deterioration of any paints, stains or other coatings placed on the NewTechWood Products;
- Climate change, environmental conditions, static electricity or any cause beyond the control of NewTechWood;
- Improper handling, maintenance, storage, abuse or neglect of NewTechWood products by the Purchaser or any other party;
- Ordinary wear and tear;
- Intentional or unintentional misuse of the NewTechWood product, whether foreseeable or unforeseeable;
- The failure of the Purchaser to properly and/ or timely maintain or repair the NewTechWood product;
- Impact from objects;
- Any fasteners not supplied or approved by NewTechWood;
- Direct or indirect contact with the NewTechWood products of extreme heat sources (over 120 degrees Celsius)
- Expenses incurred in claiming under the Warranty.
- Failure to install, care for and maintain NewTechWood products in accordance with the NewTechWood written instructions;
- Use of abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items will damage the NewTechWood products and voids all warranties in their entirety.
- Direct or indirect contact with the NewTechWood products of extreme heat sources (over 120 degrees Celsius)

- Damaging, gouging, scraping or puncturing the surface of the NewTechWood products

In addition,

- No Warranty is given with respect to variations or changes in colour or embossing patterns of NewTechWood products;
- Urban Direct Wholesale shall not be responsible for labour costs and expenses incurred with respect to the replacement of any defective NewTechWood products outside of the 2-Year Labour Limited Warranty.
- Painting or applying other coating materials voids all warranties

The Purchaser and / or Purchaser's contractor or representative is solely responsible for determining the suitability of any NewTechWood products for Purchaser's property and for the installation and use of any NewTechWood products. Purchaser / Purchaser's contractor or representative shall be solely responsible for determining whether the NewTechWood product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property.

Purchaser acknowledges that Urban Direct Wholesale does not provide architectural or engineering services. No implied warranty or representation is made as to the suitability of the NewTechWood Products for, or actual performance, capabilities or operation of the NewTechWood Products at, Purchaser's property or under the conditions of Purchaser's use.

It is strongly suggested that customers register their warranty at newtechwood.com.au for quicker technical support and warranty service.

Who is Covered by this Limited Warranty

This warranty is given to the original purchaser, residential or commercial as the case may be, of the NewTechWood products noted below. For the purpose of the Limited Warranty, the "original purchaser" means the individual or individuals who were the owners of the real property upon which NewTechWood product was installed.

A "residential purchaser" refers to an individual homeowner(s) using the property for private use in a residential / homeowner area; and a "commercial purchaser" refers to any purchaser other than a residential purchaser.

2- Year Limited Labour Warranty

Labour warranty will be in effect from the date of purchase, as listed on the customer's original receipt from the original place of purchase, and will expire on the same date, two (2) years later. The Purchaser will be provided with a flat labour amount of USD \$19 per square metre of replaced material. This 2- Year Labour Warranty is not transferrable.

The granting of replacement labour cover is subject to the same General Conditions, Exclusions and Limitations as above.

Labour Warranty is specifically to assist with the installation labour costs in replacing damaged or non-conforming boards with new NewTechWood products. Disposal of materials and the cost of permits required or obtained in connection with installing replacement products, as well as all other costs and expenses, are excluded.

Stain and Fade Limited Warranty

Stain Resistance: Urban Direct Wholesale warrants that the NewTechWood Products named above are and will be from the date of residential consumer purchase for the term coverage stated above,

resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a residential deck, provided the NewTechWood Products were installed, cared for and maintained in accordance with the NewTechWood written instructions, the NewTechWood Care and Maintenance found on www.newtechwood.com.au and the conditions stated in this Warranty.

Fade Resistance: Urban Direct Wholesale warrants that the NewTechWood Products named above are and will be from the date of residential consumer purchase for the term coverage stated above, resistant to colour change from light and weathering exposure as measured by colour change in excess of 5 Delta E (Hunter) units provided that the NewTechWood Products were installed, cared for and maintained in accordance with the NewTechWood written instructions, the NewTechWood Care and Maintenance found on www.newtechwood.com.au and the conditions stated in this Warranty.

Exclusions from / Voiding Stain and Fade Warranty Coverage: Urban Direct Wholesale does not warrant its NewTechWood products to be stain or fade proof. When installed, cared for and maintained properly in the residential exterior deck environment, NewTechWood products provide stain and fade resistance. However, no material is stain or fade proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV Exposure and the elements.

Without limitation on any other provision of this Limited Warranty, NewTechWood does not warrant for stain resistance resulting from spilled or otherwise applied substances that are not properly cleaned with soap and water or mild household cleaning products immediately.

Stain and Fade warranty is subject to the same General Conditions, Exclusions and Limitations as above.

The Claims Process for Stain and Fade warranty claims is as per the above.

The Pro Rated Limited Warranty Schedule above applies to Stain and Fade Warranty claims.

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.

The electronic version of this document is available from www.newtechwood.com.au .