

This Warranty is issued by:

**Urban Direct Wholesale Pty Ltd** (ACN 608 304 945)

24 Tichborne Street, Cockburn Central WA 6164

Tel: (08) 9494 1051

E: [info@urbandirectwholesale.com.au](mailto:info@urbandirectwholesale.com.au)

## RIGHTS OF CONSUMERS UNDER THE AUSTRALIAN CONSUMER 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 following warranty is in addition to your rights under the Australian Consumer Law.

**Please read this information carefully before purchasing, using or installing your NewTechWood Products.**

**Urban Direct Wholesale Pty Ltd** offer warranties on all their Products. For our general warranty, please see our website [www.newtechwood.com.au](http://www.newtechwood.com.au).

### 1. WARRANTY PERIOD

Product	Warranty Period Residential Use	Warranty Period Other
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

### 2. PERCENTAGE OF PURCHASE PRICE CLAIMABLE

Product Warranty Period			Percentage of Purchase Claimable
5 years	10 years	25 years	
Within year of purchase	Within 5 years of purchase	Within 10 years of purchase	100%
1-2 years from purchase	5-6 years from purchase	10-13 years from purchase	80%

Product Warranty Period			Percentage of Purchase Claimable
5 years	10 years	25 years	
2-3 years from purchase	6-7 years from purchase	13-16 years from purchase	60%
3-4 years from purchase	7-8 years	16-19 years	40%
4-5 years from purchase	8-9 years	19-22 years	20%
N/A	9-10 years	22-25 years	10%

### 3. MATERIAL MANUFACTURING DEFECTS WARRANTY

(subject to Limitations and Qualifications set out below)

- 3.1 If your NewTechWood Product suffers from a material manufacturing defect within the Warranty Period, Urban Direct Wholesale Pty Ltd will, at its election, either:
- (a) provide you with Replacement Products; or
  - (b) refund a portion of the total purchase price of the Products in accordance with the table at item 2.
- 3.2 If Urban Direct Wholesale Pty Ltd replaces your Product under Warranty, the Replacement Product will be matched as closely as reasonably possible in colour, design and quality as the original Product using available Products. Urban Direct Wholesale Pty Ltd cannot guarantee an exact colour and pattern match.
- 3.3 Replacement Product will be covered by this Warranty for the remainder of its term as if the new Products were the original products. Urban Direct Wholesale will not provide you with a new Warranty in relation to the new Products provided to you in accordance with this Warranty.

### 4. STAIN AND FADE RESISTANCE WARRANTY

(subject to Limitations and Qualifications set out below)

- 4.1 If your NewTechWood Product stains or fades within the Warranty Period, Urban Direct Wholesale Pty Ltd will refund a portion of the affected Products purchase price in accordance with the table at item 2.

***Both the Material Manufacturing Defects Warranty and the Stain and Fade Resistance Warranty are subject to limitations and qualifications as set out below. Please read these exclusions carefully.***

### 5. LIMITATIONS AND QUALIFICATIONS

- 5.1 Material Manufacturing Defects are limited to: splintering, delamination, rot, termite damage and fungal decay.
- 5.2 Residential Use means use of the Products in a residential property which is the registered proprietor's place of residence. Residential Use specifically excludes properties that are rented, leased or used for commercial purposes.

- 5.3 When the Products are used for Residential Use, Urban Direct Wholesale Pty Ltd offers a Stain and Fade Resistance warranty. When the Products are used for any other use, Urban Direct Wholesale Pty Ltd offers a Fade, but no Stain Resistance warranty.
- 5.4 Fade Resistance means that fading will not be in excess of 5 Delta E (Hunter) units.
- 5.5 Stain Resistance is to be distinguished from complete lack of staining. Minor staining is to be expected and is attributable to fair wear and tear. Resistance to staining applies only to spills from food and beverage items that would typically be present on a residential deck.
- 5.6 The Products are a manufactured, not a natural, product and as a consequence will attract static electricity. It is not possible to claim under warranty on the basis of this attribute.
- 5.7 The Purchaser acknowledges that Urban Direct Wholesale Pty Ltd does not provide architectural or engineering services.
- 5.8 The purchaser is solely responsible for determining the suitability of any of the Products for the purchaser's property.
- 5.9 The purchaser is solely responsible for determining whether the Products meet the requirements of any applicable building or safety codes or regulatory requirements applicable to the purchaser's property.
- 5.10 No warranty is given with respect to variations or changes in colour or embossing patterns of the Products.
- 5.11 To the extent permissible by law, Urban Direct Wholesale Pty Ltd limits their liability at all times to the purchase price of the Products.
- 5.12 Painting or applying other coating materials voids all warranties.
- 5.13 These warranties do not cover damages attributable to:
- (a) improper installation;
  - (b) failure to install, care for, clean and maintain Products in accordance with the guidelines available at [www.newtechwood.com.au](http://www.newtechwood.com.au);
  - (c) poor workmanship, maintenance or repair;
  - (d) ordinary wear and tear;
  - (e) failure to immediately clean spilled substances;
  - (f) failure to maintain and repair the Products, in a timely fashion;
  - (g) failure to abide by written instructions of an authorised re-seller or Urban Direct Wholesale Pty Ltd;
  - (h) failure to comply with any applicable laws or building codes;
  - (i) use of the Products inconsistent with normal use or in an application not recommended or permitted by an authorised re-seller, Urban Direct Wholesale Pty Ltd or NewTechWood's written instructions;
  - (j) movement, distortion, collapse or settling of the ground or the supporting structure upon which Products are installed;
  - (k) any act of God;

- (l) discolouration, fading, spotting or staining from or caused, in whole or in part, by organic materials, metallic oxides or particles, 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 stains);
- (m) fire or exposure to heat sources such as cooking devices or retro-reflective surfaces;
- (n) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides;
- (o) fading, flaking or other deterioration of any paints, stains or other coatings placed on Products;
- (p) improper handling, maintenance, storage, abuse or neglect of the Products;
- (q) intentional or unintentional misuse of the products, whether foreseeable or unforeseeable;
- (r) impact from objects;
- (s) any fasteners not supplied or approved by Urban Direct Wholesale Pty Ltd;
- (t) the Product coming into direct or indirect contact with sources of heat above 120 degrees Celsius;
- (u) 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 products and voids all warranties in their entirety;
- (v) damaging, gouging, scraping or puncturing the surface of the Products;
- (w) environmental conditions attributable to climate change;
- (x) defects in, or failure arising from decking or wall structure resulting from water caused by improper installation, workmanship, maintenance or repair;

5.14 Expenses incurred in making a warranty claim are not claimable from Urban Direct Wholesale Pty Ltd but must be borne by the person making the claim.

5.15 Warranties will be voided if the following criteria are not met:

- (a) Products must have been installed according to NewTechWood Installation Guidelines (available from [www.newtechwood.com.au](http://www.newtechwood.com.au));
- (b) Products must have been used and maintained in an above-ground application;
- (c) Products must have been cared for and maintained in accordance with NewTechWood Care and Maintenance (available on [www.newtechwood.com.au](http://www.newtechwood.com.au)); and
- (d) if soiled, Products must have been immediately cleaned in accordance with the Care and Cleaning Guide (available on [www.newtechwood.com.au](http://www.newtechwood.com.au)).

## 6. CLAIM PROCEDURE

- 6.1 If you discover a defect, you must (at your own expense) cordon off the area to fully protect all property and persons.
- 6.2 Warranty claims must be made within 30 days of discovering the defect. To make a claim, please send:

(a) a copy of this warranty document;

(b) proof of purchase from an authorized NewTechWood dealer showing date and quantity of product purchased; and

(c) photos or other supporting evidence of the defective NewTechWood product

To: Urban Direct Wholesale Pty Ltd  
24 Tichborne Street, Cockburn Central WA 6164

Or: info@urbandirectwholesale.com.au

6.3 To qualify for a refund, the following must occur:

(a) any directions provided by Urban Direct Wholesale Pty Ltd after claim submission must be followed;

(b) if Urban Direct Wholesale Pty Ltd request in situ inspection, inspection must be allowed; and

(c) the Products must not be removed or repaired prior to Urban Direct Wholesale Pty Ltd advising in writing whether the claim has been accepted or not.

6.4 Any removal or disposal of defective Products shall be at the Purchasers cost and expense.

6.5 Unless requested, in writing by Urban Direct Wholesale Pty Ltd, Products are not to be returned to Urban Direct Wholesale.