

INNOWOOD Australia Pty Ltd (“INNOWOOD”) ABN: 44 143 723 933
FIBA-DEK Material Warranty

This document sets out the warranty provided by INNOWOOD AUSTRALIA PTY LTD (“INNOWOOD”) relating to the ‘FIBA-DEK (**Product**) and products necessary for the proper installation of the Product (such as clips and connectors) (**Installation Materials**) supplied by INNOWOOD.

If you require a copy of the relevant user and, or, installation manual or guidelines, please contact INNOWOOD on **1300 787 717**.

Warranty Details

The Warranty is not transferable and applies only to the original purchaser of the Product / Installation Materials and is subject to the terms, conditions and limitations set out in this document.

The warranty and period of cover are as follows:

1. INNOWOOD warrants that the Product is resistant to cracking, splitting, rotting, flaking, splinters or peeling, water, and moisture and to termites for the following period:
 - a. where the Product is used for residential purposes, for a period **25 years** from the date of purchase; and
 - b. where the Product is used for commercial purposes, for a period of **10 years** from the date of purchase.
2. INNOWOOD warrants that the Installation Materials (such as clips and connectors) will be free from defects in manufacture and materials for a period of **12 months** from the date of purchase.

The Warranty excludes and does not cover any of the following:

1. fair wear and tear, any physical deformation from use (such as scratches, dents and minor splits), any changes to the aesthetics arising from use or maintenance (such as algae, staining and fading);
2. any minor aesthetic blemishes or color variances; and
3. any loosening or propagation of fasteners or movements, which occur naturally;
4. any damage which is caused intentionally, recklessly, or negligently; and
5. any cost and expenses incurred with removing the Product / Installation Materials or installing the replacement Product / Installation Materials (such as freight, delivery costs and labour).

The Warranty is void if any of the following occurs:

1. handling, installation or care and maintenance of the Product / Installation Materials other than strictly in accordance with the relevant user and, or installation manual or guidelines;
2. external forces or matters that caused or contributed to the defect or damage caused to the Product / Installation Materials (such as acts of God, or other building products failing, which causes damage to the Product); and
3. other than care and maintenance works, any subsequent works carried out to the Product / Installation Products after installation (such as re-use or re-location of the Products).

How to make a claim

Any claim must be made prior to installation subject to the terms of this Warranty as set out below. After installation of the Product, INNOWOOD is not liable for claims arising from handling of the Product, Product specification, color, finishing, or aesthetic surface variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation.

Any Warranty claim must be made in writing by the original purchaser and provide the following details:

1. contact details;
2. proof of purchase and evidence of full payment;
3. date of installation;
4. name of installer;
5. date the defect was first known;
6. records of the maintenance and cleaning undertaken in respect of the Product / Installation Materials since the date of purchase; and
7. any evidence in support of the claim (such as photographs, videos or reports).

After INNOWOOD receives the written claim, INNOWOOD will contact the claimant to discuss the claim.

INNOWOOD will not be liable for breach of this warranty unless the claim is made within 7 days of the claimant becoming aware of a suspected or likely defect in the Product.

Dealing with a claim

The claimant acknowledges and agrees that all fees, costs and expenses of making the Warranty claim will be borne by the claimant and INNOWOOD may require the claimant to pay fees, costs and expenses whilst assessing the claim.

The claimant must cooperate with INNOWOOD in assessing any warranty claim. In doing so, the claimant must allow INNOWOOD access to inspect the Product / Installation Materials, including undertaking any form of testing reasonably required by INNOWOOD in its sole discretion, that may include removing parts of the Product / Install Materials and taking samples as required. Any parts of the Product / Installation Materials removed, defaced or otherwise destroyed by INNOWOOD as a result of these tests will be replaced by INNOWOOD at INNOWOOD's expense.

If INNOWOOD accepts that the warranty provided by it applies to the warranty claim, INNOWOOD may elect to either: (1) supply replacement Product / Installation Materials or (2) refund the amount paid to INNOWOOD for the affected Product / Installation Materials.

The quantum of Product to be replaced or refunded will be assessed and prorated in accordance with the commensurate percentage of the year in which the warranty is claimed as outlined in the table below.

Year of warranty claim	Location the Product was installed	
	South of tropic of Capricorn Warranty percentage (%)	North of tropic of Capricorn Warranty Percentage (%)
0-10 Years	100	100
11- 13 Years	80	50
14-16 Years	60	25
17-19 Years	40	10
20-22 Years	20	5
23-25 Years	10	5

**Please note that the periods after 10 years apply only to the Product where it is installed and used for residential purposes only.*

As an example, if a valid warranty claim is made in year 19 of the period of cover for the Product, the maximum amount that INNOWOOD will refund the claimant or provide replacement Product is 40% of the installed Product.

Rights and Remedies under the ACL

The Product / Installation Materials come with guarantees that cannot be excluded under the Australian Consumer Law.

Nothing in this Warranty excludes any rights available to claimant under the Australian Consumer Law, where it applies, and, to the extent that a provision is void for the purpose of the Australian Consumer Law or any other applicable law, only that part is severed from this Warranty and will be of no force and effect, and all other remaining parts of this Warranty will continue and remain in full force and effect.

Disclaimer

The original purchaser is solely responsible for determining the appropriate system and the suitability of the Product for its intended use and purpose. INNOWOOD is not liable for any change of mind, design flaws or incompatibility of the Products with any other system or building elements.

INNOWOOD reserves the right, without notice, to discontinue or modify any of its Products, including the colour and finishing and INNOWOOD shall not be liable if the replacement Product varies in colour or gloss in comparison to the original Product. If INNOWOOD replaces any Product under this Warranty, it may substitute Products designated by INNOWOOD to be of comparable quality or value if the Product initially installed has been discontinued or modified.

Recommendations in INNOWOOD literature are based on good building practice and are not an exhaustive statement of all relevant information. Further, as the successful performance of the relevant system depends on numerous factors outside the control of INNOWOOD (for example, but not limited to, quality of workmanship and design), INNOWOOD shall not be liable for the recommendations in that literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code of Australia, and any relevant regulations and standards.

This warranty is issued by:

INNOWOOD AUSTRALIA PTY LTD

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