

# INNOWOOD Natural Pty Ltd (ABN 44 143 723 933)

## Limited Product Warranty

### A. INTRODUCTION

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1. This document sets out the Limited Warranty provided by INNOWOOD Natural Pty Ltd (ABN 44 143 723 933) relating to:
  - a. its products including, InnoClad, InnoScreen, InnoCeil, and InnoShade, collectively known as **(the Products)**; and
  - b. products necessary for the proper installation of the Products (such as: trims) (collectively referred to as the **'Installation Accessories'**).
2. INNOWOOD Natural provides the Limited Warranty set out in this document on the basis that the Products are installed and maintained strictly in accordance with the relevant user and, or, installation manual or guidelines as published (and varied from time to time) by INNOWOOD Natural, and the Installation Accessories are used as intended.
3. The Limited Warranty provided in this document is void and unenforceable if the Product / Installation Accessories was not or is not installed and maintained in accordance with the relevant user and, or, installation manual or guidelines.
4. If you require a copy of the relevant user and, or, installation manual or guidelines, please contact INNOWOOD Natural on [ **1300 787 717** ]

### B. WHO IS ENTITLED TO THE LIMITED WARRANTY

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5. INNOWOOD Natural grants this Limited Warranty solely in favour of the original purchaser of the Product / Installation Accessories (the **"Original Purchaser"**), but to no other person or entity whatsoever. No person or entity, other than the Original Purchaser, shall have any right to assert any claim under this Limited Warranty, or otherwise, in connection with the Product / Installation Accessories.
6. The Limited Warranty provided by INNOWOOD Natural is personal to the Original Purchaser and may not be transferred by the Original Purchaser to any other person or entity, by contract, operation of law, transfer of the property into which the Product / Installation Accessories are installed, or otherwise.

### C. WHAT IS WARRANTED?

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7. Subject to the conditions and limitations set out in this Limited Warranty, INNOWOOD Natural warrants that during the relevant Warranty Period (as applicable) that the Product / Installation Accessories (as applicable) will be:
  - a. for the Product, the physical composition has the ability to resist against cracking, splitting, rotting, flaking, splinters or peeling, water and moisture and to termites (that is, not including the coating);
  - b. be reasonably fit for their intended purpose;
  - c. not materially degrade or break down, other than naturally; and
  - d. in respect of the appearance and colour for the Product, the colour will not discolour, fade or spot (see paragraph 9 below).
8. The warranty provided as set out in clause 7.a to 7.c are in respect of the physical characteristics of the product or material and is hereafter referred to as the **"Physical Limited Warranty"**. The warranty provided as set out in clause 7.d is in respect of the appearance and colour of the product and is hereafter referred to as the **Aesthetic Limited Warranty**.
9. Discolouration, fading or spotting of Product occurs if the testing gives a delta E (Hunter) laboratory reading of more than 6 units from the original colour, adopting and in accordance with ASTM D2244.

### D. TERM OF THE LIMITED WARRANTY

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10. Subject to this Limited Warranty, the period of cover are as follows (**the Warranty Period**):

Product Type	Physical Limited Warranty	Aesthetic Limited Warranty
Product within the NATURAL range*	Up to 15 years	10 years
Products not within the NATURAL range*	Up to 15 years	Not applicable
Installation Accessories	Up to 1 year	
<i>*Any Products not specifically marketed as NATURAL range is not NATURAL range product and is not within the NATURAL range.</i>		

11. After the relevant Warranty Period, this Limited Warranty shall expire and be of no further force or effect.
12. To the extent permitted by law, all warranties implied by law, including any warranties of fitness for a particular purpose or quality, shall be limited to and expire at the end of the Warranty Period.

#### **E. WHAT THIS WARRANTY DOES NOT COVER**

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13. The Limited Warranty excludes and does not cover any of the following:
  - a. unless the Aesthetic Limited Warranty applies, the coating applied on the Product and the Installation Accessories;
  - b. 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);
  - c. any minor aesthetic blemishes or colour variances;
  - d. any loosening or propagation of fasteners or movements, which occur naturally;
  - e. any damage which is caused intentionally, recklessly or negligently; and
  - f. any cost and expenses incurred with removing the Product / Installation Accessories or installing the replacement Product / Installation Accessories (such as freight, delivery costs and labour).

#### **F. WHEN IS THIS WARRANTY VOID**

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14. The Limited Warranty is void if any of the following occurs:
  - a. handling, installation or care and maintenance of the Product / Installation Accessories other than strictly in accordance with the relevant user and, or, installation manual or guidelines;
  - b. external forces or matters that caused or contributed to the defect or damage caused to the Product / Installation Accessories (such as acts of God, or other building products failing, which causes damage to the Product); and
  - c. 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).

#### **G. OTHER MATTERS**

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15. For the purposes of this warranty, "defect" does not include (and INNOWOOD Natural will not replace or repair the Products / Installation Accessories suffering from) damage caused by:
  - a. normal wear and tear;
  - b. abuse, misuse, or accident;
  - c. improper installation;
  - d. exposure to excessive heat, moisture or dampness;
  - e. exposure to abnormally corrosive conditions;

- f. failure to follow instructions with respect to cleaning and/or maintenance;
  - g. extreme weather events or other acts of God;
  - h. modifications made by any person other than a representative of INNOWOOD Natural or caused by use or installation that is not in compliance with the installation instructions provided with the Products, other otherwise provided by IINNOWOOD Natural.
16. This warranty does not cover the costs of removal of the warranted Products or installation of the repaired or replaced Products.
17. This warranty does not cover any defects not notified to INNOWOOD Natural within the Warranty Period.
18. For the avoidance of doubt, any and all warranties or conditions which are not guaranteed under the *Competition and Consumer Act 2010* (Cth), or, the *Competition and Consumer Regulations 2010* and which are not expressly included in this warranty, as additional warranties or conditions are excluded.

#### **H. INNOWOOD NATURAL'S OBLIGATION & LIMITED LIABILITY**

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19. If there is a breach of the Limited Warranty, INNOWOOD Natural will (in its absolute discretion) provide one of the following remedies:
- a. refund the purchase price paid by the Original Purchaser for the defective Products / Installation Accessories;
  - b. supply a replacement of the defective Products / Installation Accessories (or equivalent product);
  - c. pay for the supply of a replacement for the defective Products / Installation Accessories;
  - d. repair the defective Products / Installation Accessories; or
  - e. pay for the repair of the defective Products / Installation Accessories.
20. In the event that INNOWOOD Natural offers to refund the purchase price, INNOWOOD Natural will promptly refund the purchase price for an amount equal to the amount paid by the Original Purchaser and shall have no other obligations or liabilities to the Original Purchaser.
21. Notwithstanding paragraph 19 above, other than the actual costs of the materials manufactured by INNOWOOD Natural, INNOWOOD Natural is not liable for any costs and expenses associated with the supply or repair of the defective Products / Installation Accessories, including but not limited to, the cost of shipping, import tax, labour or hire costs in connection with the removal or installation of either the original or replacement products, respectively.

#### **I. MAKING & ASSESSING A CLAIM**

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22. Any Limited Warranty claim must be made in writing by the Original Purchaser and provide the following details:
- a. contact details of the Original Purchaser;
  - b. proof of purchase and evidence of full payment;
  - c. date of installation;
  - d. name of installer;
  - e. date the Original Purchaser first became aware of the defect;
  - f. details of the defect and the circumstances in which the defect appeared and that the Original Purchaser wish to claim under the Limited Warranty;
  - g. records of the maintenance and cleaning undertaken in respect of the Product / Installation Accessories since the date of purchase; and
  - h. any evidence in support of the Limited Warranty claim (such as photographs, videos or reports).

23. The Original Purchaser and any other person must cooperate INNOWOOD Natural in assessing any Limited Warranty claim. In doing so, INNOWOOD Natural must be allowed access to the property to inspect the Products / Installation Accessories, including undertaking any form of testing reasonably required by INNOWOOD Natural in its sole discretion, that may include removing parts of the Products / Installation Accessories and taking samples of same. The Original Purchaser must also provide INNOWOOD Natural with all other information which INNOWOOD Natural reasonably request about the details of the defect, including any supporting evidence which it is alleged the Products are defective if requested to do so. Any parts of the Products / Installation Accessories removed, defaced or otherwise destroyed by INNOWOOD Natural as a result of these tests will be replaced by INNOWOOD Natural at INNOWOOD Natural's cost.
24. INNOWOOD Natural will endeavour to assess a Limited Warranty claim as soon as practicably reasonable after the provisions of all information requested by INNOWOOD Natural has been provided by the Original Purchaser. A call out fee may be charged for inspection and assessment by INNOWOOD Natural, however any call out fees that INNOWOOD Natural may charge will be refunded if it was determined that the Products / Installation Accessories are defective.
25. The Original Purchaser acknowledges and agrees that all fees, costs and expenses of making the Limited Warranty claim will be borne by the Original Purchaser making the claim. INNOWOOD Natural may require the Original Purchaser to pay fees, costs and expenses whilst assessing the Limited Warranty Claim.

#### **J. RIGHTS AND REMEDIES UNDER THE ACL**

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26. The Products / Installation Accessories come with guarantees that cannot be excluded under the Australian Consumer Law.
27. Nothing in this Limited Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, available to the Original Purchaser 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 Limited Warranty and will be of no force and effect, and all other remaining parts of this Limited Warranty will continue and remain in full force and effect.

#### **K. DISCLAIMER**

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28. The Original Purchaser is solely responsible for determining the appropriate system and the suitability of the Product for its intended use and purpose. INNOWOOD Natural is not liable for any change of mind, design flaws or incompatibility of the Products with any other system or building elements.
29. INNOWOOD Natural reserves the right, without notice, to discontinue or modify any of its Products, including the colour and finishing and INNOWOOD Natural shall not be liable if the replacement Product varies in colour or gloss in comparison to the original Product. If INNOWOOD Natural replaces any Product under this Warranty, it may substitute Products designated by INNOWOOD Natural to be of comparable quality or value if the Product initially installed has been discontinued or modified.
30. Recommendations in INNOWOOD Natural's 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 Natural (for example, but not limited to, quality of workmanship and design), INNOWOOD Natural 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.

#### **INNOWOOD NATURAL PTY LTD**

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