

INNOWOOD PLUS Pty Ltd (ABN: 34 682 880 182)

INNOWOOD PLUS-DEK™ Material Warranty

This document outlines the warranty provided by INNOWOOD PLUS Pty Ltd for the **INNOWOOD PLUS-DEK™** (Product) and products necessary for the proper installation of the Product (such as clips and connectors) (**Installation Materials**) supplied by INNOWOOD PLUS.

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

Warranty Details

The Warranty is non-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:

INNOWOOD PLUS warrants that, under normal use and proper maintenance:

1. Physical Integrity

The Product is resistant to splitting, splintering, rotting, or structural damage caused by termites or fungal decay for the following periods:

- a. Where the Product is used for residential purposes, for a period of 30 years from the date of purchase.
- b. Where the Product is used for **commercial purposes**, for a period of 15 years from the date of purchase.

2. Fade Resistance

The Product is resistant to colour fading due to UV exposure or general weathering, as measured by a colour change of not more than 5 Delta E units, for a period of **30 years** from the date of purchase.

3. Stain Resistance

The Product is resistant to permanent staining from exposure to common food and beverage substances (including but not limited to ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbecue sauce, soft drinks), or mould and mildew naturally occurring in the environment, **provided that:**

such substances are cleaned from the surface with soap and water within one week of exposure.

4. Installation Materials

The Installation Materials (including clips, connectors and other accessories supplied by INNOWOOD PLUS) are warranted to be free from defects in materials and manufacture 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, physical deformation from use, including but not limited to scratches, dents, minor splits, and surface blemishes.
2. Aesthetic changes arising from weathering, use or maintenance, including algae growth, staining, and colour fading.
3. Minor visual inconsistencies, including tonal or colour variations that do not affect performance.

4. Natural loosening, shifting, or expansion/contraction of fasteners or fixings.
5. Any damage resulting from misuse, improper maintenance, negligence, or intentional acts.
6. Any costs associated with the removal, reinstallation, freight, delivery, or labour for the replacement of the Product or Installation Materials.

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 Materials 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 PLUS is not liable for claims arising from handling of the Product, Product specification, colour, 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 PLUS receives the written claim, INNOWOOD PLUS will contact the claimant to discuss the claim.

INNOWOOD PLUS 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 him or her, and INNOWOOD PLUS may require the claimant to pay fees, costs and expenses whilst assessing the claim.

The claimant must cooperate with INNOWOOD PLUS in assessing any warranty claim. In doing so, the claimant must allow INNOWOOD PLUS access to inspect the Product / Installation Materials, including undertaking any form of testing reasonably required by INNOWOOD PLUS in its sole discretion, that may include removing parts of the Product / Installation 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 PLUS at INNOWOOD PLUS cost.

If INNOWOOD PLUS accepts that the warranty applies to the warranty claim, INNOWOOD PLUS may elect to either: (1) supply replacement Product / Installation Materials or (2) refund the amount paid to INNOWOOD PLUS 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	70	50
14–16 Years	50	30
17–19 Years	30	20
20–22 Years	15	10
23–25 Years	10	5
26–30 Years	5	5
Note: percentages beyond 10 years apply to residential use only. Commercial use is limited to 15 years.		

Example: For a valid claim in year 19, INNOWOOD PLUS will cover up to 30% (South) or 20% (North) of the original Product value.

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 PLUS is not liable for any change of mind, design flaws or incompatibility of the Products with any other system or building elements.

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

installed has been discontinued or modified.

Recommendations in INNOWOOD PLUS 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 PLUS (for example, but not limited to, quality of workmanship and design), INNOWOOD PLUS 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 PLUS Pty Ltd

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