

INNOWOOD Customer Master Warranty

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How to use this Warranty

This Master Warranty must be read with the Product Schedule for the Product purchased. The Product Schedule states what is covered, the Warranty Period and any product-specific conditions. If there is a product-specific inconsistency, the Product Schedule prevails for that Product.

1. About This Warranty

1.1 Purpose and Scope

This Customer Master Warranty establishes the common contractual warranty terms for INNOWOOD Products supplied through an Authorised Sales Channel.

1.2 Product Warranty Pack

Each customer-facing Product Warranty Pack consists of the applicable Product Schedule followed by this Customer Master Warranty. Contractual coverage exists only where the Product is identified in the Product Schedule applicable to the Product on the original date of purchase. The two documents must be read together, and the Product Schedule prevails only for a product-specific inconsistency.

1.3 Applicable Product Documentation

Detailed installation, cleaning and maintenance requirements are contained in the Applicable Product Documentation. Those documents are referenced by this Warranty but do not create additional product promises unless expressly stated in the Product Schedule or an authorised written project-specific warranty.

1.4 Effective Date and Prospective Application

This Warranty applies prospectively to Products supplied on or after its Effective Date. Products supplied earlier remain subject to the warranty terms applicable when they were supplied, without limiting any rights under Applicable Law.

2. Definitions

In this Warranty, unless the context requires otherwise:

2.1 Applicable Law means the Australian Consumer Law and any other law, statutory guarantee, code or mandatory legal requirement applicable to the supply, Product, Warranty Claim or Warranty Response.

- 2.2 Applicable Product Documentation** means the installation manuals or guidelines, care and maintenance guides, technical data sheets, product specifications, standard details, technical bulletins and approved project-specific written requirements identified for the Product and applicable at the relevant time.
- 2.3 Approved Application** means an application expressly identified or approved for the Product in the applicable Product Schedule and Applicable Product Documentation.
- 2.4 Authorised Sales Channel** means INNOWOOD GLOBAL PTY LTD, or a distributor, reseller or other supplier authorised by it to supply the relevant Product in the applicable market.
- 2.5 Claimant** means the customer or other person entitled to make a Warranty Claim under this Warranty and Applicable Law.
- 2.6 Installation Accessories** means installation accessories expressly identified as covered in the applicable Product Schedule and the customer's invoice or other authorised sales documentation.
- 2.7 Manufacturing Defect** means a defect in the materials or manufacture of the Product that causes a condition expressly covered, or a failure to meet an express performance criterion, under the applicable Product Schedule.
- 2.8 Product** means the INNOWOOD product identified in the applicable Product Schedule and the customer's invoice or authorised sales documentation.
- 2.9 Product Schedule** means the INNOWOOD product-specific schedule identified in the Product Warranty Pack and applicable to the Product on the original date of purchase, unless a later written version expressly states that it applies.
- 2.10 Site Conditions** means the actual environmental, exposure, building, substrate, drainage, ventilation, moisture, heat, traffic, use and other conditions affecting the Product at the place of storage, installation or use.
- 2.11 Supplying Entity** means the legal entity identified as the seller or supplier on the customer's invoice, sales contract or other authorised sales documentation.
- 2.12 Third-Party Product** means a product, material, component or system that is not an INNOWOOD Product or Installation Accessory expressly covered by this Warranty.
- 2.13 Warranty Claim** means a written request for contractual warranty assistance made under this Product Warranty Pack.
- 2.14 Warranty Period** means the period stated in the applicable Product Schedule, commencing in accordance with Clause 4.3.
- 2.15 Warranty Response** means a repair, replacement, substitute Product, refund, credit, prorated remedy or other remedy accepted or required under this Warranty or Applicable Law.
- 2.16 Technical Determination** means a written technical conclusion issued or approved by INNOWOOD Technology Pty Ltd concerning the condition, cause or technical status of a reported issue. A Technical Determination does not, by itself, constitute an admission of commercial or legal liability.
- 2.17 Warranty Provider** means INNOWOOD GLOBAL PTY LTD, which provides the contractual INNOWOOD product warranty set out in this Master Warranty and the applicable Product Schedule.

3. Warranty Roles and Administration

3.1 Warranty Provider

INNOWOOD GLOBAL PTY LTD provides the contractual product warranty set out in this Master Warranty and the applicable Product Schedule.

It publishes and controls the INNOWOOD warranty framework and remains responsible for the contractual product warranty where a covered Product is supplied through an Authorised Sales Channel.

3.2 Supplying Entity

The Supplying Entity is the customer's first point of contact for after-sales service and Warranty Claims. It receives and administers Warranty Claims, verifies relevant sales information and supporting evidence, coordinates the initial assessment and assists with communication, inspection and implementation of an approved Warranty Response.

Where the initial assessment indicates a possible material, manufacturing or Product-system issue, the matter will be escalated through the applicable INNOWOOD warranty, NCR or technical investigation process.

3.3 Technical Authority

INNOWOOD Technology Pty Ltd is the Technical Authority for this Warranty framework. It may review technical evidence, support or conduct inspections and testing, investigate suspected material, manufacturing or Product-system issues, and issue or approve a Technical Determination.

Its technical involvement does not make INNOWOOD Technology Pty Ltd the seller, Supplying Entity or Warranty Provider, and it does not by itself constitute an admission of commercial or legal liability.

Your Supplying Entity

For warranty administration, the Supplying Entity should be clearly identified in the invoice, sales documentation or warranty cover sheet, including its legal name, address, telephone number and warranty claim email address.

4. General Warranty Coverage

4.1 General Warranty Promise

Subject to this Master Warranty and the applicable Product Schedule, the Warranty Provider warrants that the covered Product will remain free from Manufacturing Defects during the applicable Warranty Period and, where expressly stated, meet the applicable performance criteria.

4.2 Role of the Product Schedule

The applicable Product Schedule is the primary and controlling source of product-specific contractual coverage, Warranty Periods, performance criteria, proration and product-specific conditions, except to the extent that an authorised written project-specific warranty expressly varies or supplements it. A performance characteristic is covered only where expressly stated in the applicable Product Schedule or that authorised written project-specific warranty.

4.3 Commencement of the Warranty Period

The Warranty Period begins on the original date of purchase shown on the customer's invoice issued by the Supplying Entity. If that date cannot reasonably be established, another verified supply date may be used based on the available sales and supply records.

4.4 Effect of Repair or Replacement

Repair or replacement does not restart or extend the original Warranty Period. The repaired or replacement Product remains covered only for the unexpired balance, unless Applicable Law requires otherwise.

4.5 Product-Only Coverage

Unless expressly stated in a Product Schedule, this Warranty covers the Product only. It is not a warranty of the complete building, installed system, project design, supporting construction, workmanship or Third-Party Products.

5. Eligibility and Conditions of Contractual Coverage

5.1 Evidence of Purchase

To obtain contractual Warranty coverage, the Claimant must provide reasonable evidence that the Product was purchased from the Supplying Entity identified on the applicable invoice or other authorised sales documentation.

5.2 Conditions of Coverage

To the extent reasonably applicable, contractual Warranty coverage is subject to the following conditions:

- (a) the Product must be used only within its Approved Application and any published limitations;
- (b) the Product must be inspected on delivery and again immediately before installation;
- (c) the Product must not knowingly be installed where it has an obvious defect, or a defect that would reasonably have been identifiable through an appropriate pre-installation inspection, unless prior written approval has been obtained through the applicable INNWOOD technical approval process; and
- (d) the Product must be transported, stored, handled, installed, used, cleaned and maintained substantially in accordance with the Applicable Product Documentation.

5.3 Effect of Non-Compliance

A failure to comply with a condition of this Warranty does not automatically invalidate all contractual Warranty coverage.

The failure affects contractual Warranty coverage only to the extent that it:

- (a) caused or materially contributed to the reported issue;
- (b) increased or aggravated the resulting loss or damage;
- (c) destroyed or materially impaired relevant evidence; or
- (d) materially prejudiced the ability of the Supplying Entity or Technical Authority to conduct a fair technical investigation.

6. Expected Characteristics, Ageing and Exclusions

6.1 Normal Ageing and Product Characteristics

Products may undergo normal ageing, weathering, fair wear and variation over time. Depending on the Product, its Approved Application, exposure conditions, level of use and maintenance, this may include reasonable changes in colour, gloss, texture, dimensions, surface appearance and other inherent product characteristics.

Such changes do not, by themselves, constitute a Manufacturing Defect unless they:

- (a) exceed an express performance criterion stated in the applicable Product Schedule; or

(b) result from a Manufacturing Defect otherwise covered by this Warranty.

The applicable Product Schedule may specify product-specific characteristics, expected ageing behaviour, performance criteria, maintenance requirements and limitations of coverage.

6.2 Samples, Production Variation and Visual Matching

Products may reasonably vary from samples, photographs, brochures, digital images, display boards, earlier production batches, naturally aged installations and replacement Products.

Colour, grain, texture, gloss, surface finish and other visual characteristics may also vary between individual Products or production batches.

Unless expressly stated in the applicable Product Schedule, an exact visual, colour or surface match is not guaranteed.

6.3 General Exclusions

Subject to Applicable Law and the causation principles in Clause 5.3, this contractual Warranty does not cover any failure, damage, deterioration, loss or expense caused or materially contributed to by:

- (a) use outside an Approved Application, misuse, abuse, vandalism, impact, accident, abnormal use or loading beyond published limits;
- (b) improper transport, storage, handling, cutting, fabrication, installation, cleaning, maintenance, repair, removal, relocation, reuse or unauthorised modification;
- (c) defective, inadequate or unsuitable design, specification, engineering, framing, substrate, support, fixing design, waterproofing, drainage, ventilation, cavity construction, sealant, flashing or any other building component or system not expressly covered by this Warranty;
- (d) water ingress, trapped moisture, inadequate drainage or ventilation, ground contact, prolonged immersion, ponding water or unsuitable Site Conditions;
- (e) excessive, concentrated or reflected heat, fire, chemicals, pollutants, corrosive substances, metal contamination, marine or poolside exposure, or any other external environmental condition outside the Product's published limitations;
- (f) fair wear and tear, abrasion, scratches, scuffs, dents, staining, surface contamination, mould, mildew, algae, normal thermal or structural movement, or other aesthetic or surface change not expressly covered by the applicable Product Schedule;
- (g) any Third-Party Product, service, installation or workmanship; or
- (h) natural disasters, extreme weather events, civil disturbance or external events or causes outside the reasonable control of INNOWOOD GLOBAL and the relevant Supplying Entity, and not arising from a covered Manufacturing Defect.

6.4 Application of Exclusions

An exclusion under Clause 6.3 applies only to the extent that the relevant circumstance caused or materially contributed to the reported issue, increased the resulting loss or damage, or prevented the Product from satisfying an express coverage requirement or performance criterion stated in the applicable Product Schedule.

Nothing in this Clause 6 excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified under Applicable Law.

7. How to Make a Claim

7.1 Submission of a Warranty Claim

A Warranty Claim should be submitted as soon as reasonably practicable after the Claimant becomes aware of the reported issue.

A Warranty Claim should ordinarily be submitted in writing to the Supplying Entity as the customer's first point of contact.

If the Supplying Entity is no longer available, or where otherwise reasonably appropriate, the Warranty Claim may be submitted directly to INNOWOOD GLOBAL PTY LTD using the contact details stated in this Master Warranty.

7.2 Supporting Information

A Warranty Claim must include the evidence of purchase required by Clause 5.1 and should also include, to the extent reasonably available:

- (a) the Claimant's contact details;
- (b) the project address, installation date and installer details;
- (c) the Product description, colour, profile, quantity affected, and any available batch or label information;
- (d) a clear description of the reported issue and when it was first noticed;
- (e) photographs or videos showing the reported issue and the location and extent of the affected Product;
- (f) relevant delivery, storage, installation, cleaning and maintenance records; and
- (g) any other information reasonably required to assess the Warranty Claim.

A failure to provide information that is not reasonably available does not, by itself, invalidate the Warranty Claim.

7.3 Inspection, Testing and Preservation of Evidence

The Claimant must provide reasonable access and cooperation for any inspection, testing or technical assessment reasonably required by the Supplying Entity, the Technical Authority or their appointed representative.

Until the relevant assessment has been completed, the Claimant must not conceal, alter, repair, remove or dispose of the affected Product or other relevant evidence, except where immediate action is reasonably necessary to protect safety or prevent further damage.

Where urgent work is required, the Claimant should, to the extent reasonably practicable:

- (a) document the condition of the Product and the reported issue before the work begins;
- (b) record the nature and extent of the work undertaken; and
- (c) preserve affected Product, components and other relevant evidence for inspection.

7.4 Assessment and Investigation Costs

The initial assessment of documents, photographs and other supporting information will not attract an assessment fee. The ordinary cost of an initial site inspection conducted or arranged by the Supplying Entity as part of its initial assessment will be borne by the Supplying Entity.

If a site inspection, laboratory test, destructive investigation or independent expert assessment is reasonably required, the proposed scope and estimated cost must be disclosed and agreed in writing before the work proceeds, except in an emergency.

If the Warranty Claim is accepted as arising from a covered Manufacturing Defect, INNOWOOD GLOBAL PTY LTD will bear or reimburse the reasonable investigation costs of any further technical investigation approved in advance or otherwise reasonably incurred in an emergency.

If the Warranty Claim is not accepted, responsibility for extraordinary investigation costs will be determined having regard to:

- (a) the cause of the reported issue;
- (b) the reasonableness and necessity of the investigation; and
- (c) any prior written agreement concerning those costs.

Unless required by Applicable Law or agreed otherwise in writing, the Claimant is responsible for the ordinary costs of preparing and submitting a Warranty Claim.

Where the Supplying Entity bears or reimburses an approved expense under this Clause 7.4, the Claimant may request reimbursement by submitting the relevant receipt, tax invoice or other reasonable evidence of the expense to the warranty claim email address or postal address identified for the Supplying Entity in the Product Warranty Pack.

This Clause 7.4 does not exclude, restrict or modify any right or remedy available under Applicable Law.

8. Assessment and Contractual Warranty Response

8.1 Assessment of a Warranty Claim

A Warranty Claim will be assessed on the available objective evidence to determine:

- (a) the nature and extent of the reported condition;
- (b) its most probable cause;
- (c) whether a Manufacturing Defect covered by this Warranty exists;
- (d) whether any contributing cause or exclusion applies; and
- (e) the appropriate contractual Warranty Response, subject to the applicable Product Schedule and Applicable Law.

8.2 Technical Assessment and Warranty Determination

The Supplying Entity may conduct or coordinate the initial assessment of the reported issue. Matters arising from installation, handling, storage, maintenance, local workmanship, Site Conditions or other local causes may be addressed between the Supplying Entity and its customer, subject to Applicable Law.

Where a possible material, manufacturing or Product-system issue is identified, the Technical Authority may conduct or provide the technical assessment and issue or approve a Technical Determination. An inspection, test or Technical Determination does not, by itself, constitute an admission of liability.

INNOWOOD GLOBAL PTY LTD remains responsible for determining whether a Warranty Claim is accepted under this contractual Warranty and for approving the applicable Warranty Response.

8.3 Available Warranty Responses

If a Warranty Claim is accepted, the Warranty Response may include:

- (a) repair of the affected Product or component;
- (b) replacement of the affected Product or component;
- (c) supply of an equivalent or superior substitute Product;

- (d) a refund or credit of the invoiced amount attributable to the affected Product or Installation Accessories;
- (e) a prorated remedy, where expressly stated in the applicable Product Schedule; or
- (f) any other remedy required by Applicable Law.

The appropriate Warranty Response will be determined having regard to:

- (a) the nature and extent of the covered Manufacturing Defect;
- (b) the availability and practicability of the available remedies;
- (c) the applicable Product Schedule; and
- (d) Applicable Law.

8.4 Costs and Losses Not Included in the Standard Contractual Response

Unless expressly included in the applicable Product Schedule, approved in writing through the applicable INNOWOOD warranty process, or required by Applicable Law, the standard contractual Warranty Response does not include:

- (a) removal or reinstallation costs;
- (b) labour, access equipment or scaffolding;
- (c) freight or storage costs;
- (d) project delay or professional fees;
- (e) loss of use;
- (f) damage to other property; or
- (g) indirect or consequential loss.

This Clause 8.4 defines only the scope of the standard contractual Warranty Response and does not exclude, restrict or modify any right to recover an amount under Applicable Law.

8.5 Replacement and Substitute Products

Any repaired, replacement or substitute Product is subject to the product variation and visual matching provisions in Clause 6.2.

8.6 Implementation of an Approved Warranty Response

INNOWOOD GLOBAL PTY LTD remains responsible for the approved contractual Warranty Response. The response may be implemented directly by INNOWOOD GLOBAL or coordinated through the Supplying Entity, as appropriate to the relevant supply arrangement and the nature of the approved response.

8.7 Contractual Monetary Limit

Where the contractual Warranty Response consists of a refund, credit or other monetary payment, the maximum aggregate amount payable under this Warranty for an accepted Warranty Claim is the original invoiced amount attributable to the affected Product or Installation Accessories, adjusted by any applicable proration.

This contractual monetary limit does not exclude, restrict or modify any additional right or remedy available under Applicable Law.

8.8 Goodwill Assistance Outside This Warranty

The Supplying Entity or INNOWOOD GLOBAL PTY LTD may, at its discretion, provide voluntary goodwill assistance or enter into a written commercial settlement, whether or not a Warranty Claim is accepted.

Any such assistance or settlement is separate from the contractual Warranty Response.

Unless expressly agreed otherwise in writing, the assistance or settlement:

- (a) does not constitute an admission of a Manufacturing Defect or legal liability;
- (b) does not vary, restart or extend this Warranty; and
- (c) does not establish a precedent for any other Warranty Claim.

9. Transfer of Contractual Warranty

9.1 Eligible Residential Applications

Where the applicable Product Schedule states that residential Warranty coverage is transferable, the remaining contractual Warranty may be transferred once to the next registered owner of the property, subject to the requirements of this Clause 9.

9.2 Transfer Requirements

The contractual Warranty may be transferred only if:

- (a) the property transfer occurs within five years after the commencement date of the Warranty Period determined under Clause 4.3;
- (b) the new owner submits a written transfer registration request to INNOWOOD GLOBAL PTY LTD, either directly or through the Supplying Entity, no later than 60 days after settlement; and
- (c) the new owner provides reasonable evidence of:
 - (i) the original Product purchase;
 - (ii) the property transfer;
 - (iii) the installation address; and
 - (iv) any other information reasonably required to identify the Product and the applicable Warranty.

9.3 Registration and Effect of Transfer

The transfer takes effect only when INNOWOOD GLOBAL PTY LTD or its authorised warranty administrator confirms the registration in writing.

If the transfer registration request is not submitted within 60 days after settlement, the contractual right to transfer expires, unless INNOWOOD GLOBAL PTY LTD or its authorised warranty administrator agrees otherwise in writing or Applicable Law requires otherwise.

The Supplying Entity is not required to identify or contact a subsequent owner.

9.4 Remaining Warranty Period

A transfer does not:

- (a) restart or extend the original Warranty Period;
- (b) alter any applicable proration; or
- (c) create any further right to transfer the contractual Warranty.

9.5 Commercial Applications

Contractual Warranty coverage for an application identified as commercial in the applicable Product Schedule is not transferable unless the applicable Product Schedule states otherwise or INNOWOOD GLOBAL PTY LTD approves the transfer in writing.

10. Australian Consumer Law and General Provisions

Australian Consumer Law — mandatory statement

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.

10.1 Statutory Rights

The benefits provided by this contractual Warranty are in addition to all rights and remedies available under the Australian Consumer Law and other Applicable Law.

Nothing in this Warranty excludes, restricts or modifies any right, remedy, consumer guarantee or liability to the extent that it cannot lawfully be excluded, restricted or modified.

10.2 Variations and Representations

No oral statement, marketing material or unauthorised communication varies the terms of this contractual Warranty unless the variation is in writing and issued or expressly confirmed by INNOWOOD GLOBAL PTY LTD.

This Clause 10.2 does not exclude, restrict or modify any right, remedy or liability arising from a representation or express warranty under Applicable Law.

10.3 Severability

If any provision of this Warranty is invalid or unenforceable, it is to be read down to the extent necessary to make it valid and enforceable.

If the provision cannot be read down, it is severed, and the remaining provisions continue in full force and effect.

10.4 Delay Beyond Reasonable Control

Subject to Applicable Law, a delay in implementing an approved Warranty Response will not, by itself, constitute a breach of this contractual Warranty to the extent that the delay is caused by circumstances beyond the reasonable control of the party responsible for implementing the approved Warranty Response, including supply interruption, transport disruption, natural disaster, extreme weather, regulatory restriction or a site access restriction not caused by the party responsible for implementation.

The party responsible for implementation must take reasonable steps to minimise the delay, keep the Claimant reasonably informed and resume implementation as soon as reasonably practicable after the relevant circumstance ceases.

This Clause does not extinguish the approved Warranty Response or exclude, restrict or modify any right or remedy available under Applicable Law.