

Last Updated: March 2019

## **FUTUREWOOD® 10 YEAR DOMESTIC & 7 YEAR COMMERCIAL - PRODUCT WARRANTY**

# **TERMS & CONDITIONS APPLICABLE IN AUSTRALIA**

FOR CLEVERDECK XTREME®, CO-EXTRUDED COMPOSITE TIMBER DECKING PRODUCTS ONLY

### **FUTUREWOOD:**

This warranty is provided by Futurewood Pty. Ltd. ABN 74 408 570 335, of 61 High Street Eaglehawk Victoria 3556, Australia ("Futurewood"). Contact: 1300 484 308. Email: [info@futurewood.com.au](mailto:info@futurewood.com.au)

### **STATUTORY RIGHTS:**

The benefits conferred by this warranty are in addition to any other rights and remedies available to you under the applicable laws in your jurisdiction which we cannot exclude or limit, such as the guarantees to Australian consumers under the Australian Consumer Law. Other than as permitted by law, this warranty in no way limits or restricts such rights or remedies. For Australian consumers: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

### **WHAT THE WARRANTY COVERS:**

1. Futurewood warrants its CleverDeck Xtreme products against manufacturing faults, rot and termite damage when installed and used normally in accordance with Futurewood's published fixing and care and cleaning guidelines for a period of 10 years for domestic installations and 7 years for commercial installations from the date of original purchase from Futurewood or an authorised dealer.
2. Excess colour variation (outside of the original light and dark colour shades) caused by the natural environment for a period of 10 years for domestic installations and 7 years for commercial installations from the date of original purchase from Futurewood or an authorised dealer.
3. The cost of labour associated with the removal of the faulty decking and the reinstalling of the replacement decking for a period of 3 years from the date of original purchase from Futurewood or an authorised dealer.

### **WHAT THE WARRANTY DOES NOT COVER:**

1. This warranty does not cover damage, deterioration or malfunction caused by:
  - a) accident, misuse, fire, acid or alkali contact, lightning, earthquake or external causes (except rot and termite damage)
  - b) use outside Futurewood's published fixing and care and cleaning guidelines
  - c) unauthorised product modification
  - d) use with another product or
  - e) normal wear and tear or damage caused during shipping

2. This warranty does not cover any ancillary products sold as part of the frame or support structure for the CleverDeck Xtreme decking products, including, without limitation; any steel or aluminium galvanized or powder coated, brackets, aluminium joists or plastic pedestals.

### **HOW TO OBTAIN WARRANTY SERVICE:**

1. To make a claim under this warranty you need to send the following information to Futurewood's address above:
  - a) When you first became aware of the problem with the product what steps you have taken to correct the issue, a photograph of the product clearly showing the defect, rot damage and/or termite damage
  - b) documentary evidence of proof of purchase from Futurewood or an authorised dealer and your full contact details
2. After receiving the correct documents from you, Futurewood will contact you to organise for one of Futurewood's authorised representatives to inspect the product and advise on the warranty claim.
3. For valid warranty claims, Futurewood will at its option:
  - a) Repair or replace the affected product
  - b) Exchange the affected product for a refund of your purchase price

### **LIMITATIONS:**

Except as provided in this warranty and to the extent permitted by law Futurewood will not be liable for; direct, special, incidental or consequential damage (such as loss of time, loss of use of the product, loss of profits or earnings or inconvenience) arising from a breach of this warranty.

You may have non-excludable rights (such as statutory rights referred to above) to claim compensation or other remedies outside this warranty, but any claim based on those rights should be separately pursued. The description contained herein including the implied warranty of merchantability and fitness for a particular purpose.

### **GENERAL:**

No Futurewood reseller, agent or employee is authorised to make modifications, extensions or additions to this warranty. If any provision is held to be unenforceable, the remaining provisions will not be affected. This warranty is governed by and construed under the laws of Australia.