

Everdeck® Manufacturer's Residential Warranty against defects

1. General

This warranty is given by Timberlink® Australia Pty Limited ACN 161 713 015 Level 2, 37 Dalmore Drive, Scoresby VIC, 3179, Phone: 1800 088 135 Email: info@timberlinkaustralia.com.au] ('Our' or 'Timberlink®').

Timberlink® is the manufacturer of a range of wood composite products known as Everdeck®. This warranty is in relation to each Everdeck® decking and edge boards as described at everdeck.com.au ('the Goods') to be supplied to its customer ('You' or 'Your').

2. Rights under the Australian Consumer Law (ACL)

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.

The benefits to You under this warranty are in addition to other rights and remedies You may have under a law in relation to the Goods or services to which this warranty relates.

3. Warranty against defects

Provided:

- the Goods have been purchased for installation in building classification classes 1 – 4 under the National Construction Code 2022.
- the Goods have been installed and maintained in accordance with Timberlink's Installation guide, <https://www.everdeck.com.au/resources/>; and
- the purchase of the Goods from the original place of purchase ('the Seller') is evidenced by Your receipt or other 'proof of purchase'.

You will be entitled to claim against this warranty to the Extent of Our Liability if a defect appears within the Warranty Period.

Warranty Period

Up to 20 years from the date of manufacture of each original Everdeck® decking board as evidenced by the date of manufacture stamp on the Goods.

Extent of Our Liability

Except in relation to any rights that You may have under the ACL or other laws, Timberlink® may acquit its liability under this warranty by choosing, in its absolute discretion, one of the options as follows:

1. replacement of the defective Goods with Everdeck® decking (the same or equivalent); or
2. reimburse the original purchase price of the Goods, subject to the maximum liability in Table A.

Timberlink's maximum reimbursement liability (under paragraph 2 above) for any claim or number of claims in relation to the Goods under this warranty is calculated, by location, from the date of manufacture of the Goods, is set out in Table A.

Table A

Year of Claim	South of Tropic of Capricorn	North of Tropic of Capricorn
	Maximum %	Maximum %
Year 0-10	100%	100%
Year 11-13	80%	50%
Year 14-15	60%	25%
Year 16-17	40%	10%
Year 18-19	20%	5%
Year 20	10%	5%

Except in relation to any rights that You may have under the ACL or other laws, if Timberlink® provides new Everdeck® (whether the same or equivalent) to replace defective Goods covered by this warranty, the new Everdeck® will be covered by this warranty for the remainder of its term as if the new Everdeck® were part of the original supply of the Goods.

Timberlink® reserves the right to inspect the premises as part of the warranty claim investigation process and/or inspect and conduct tests as necessary at any time after a claim is made under the warranty.

4. Exclusions

Except in relation to any rights that You may have under the ACL or other laws, this warranty does not cover:

4.1 Goods used in commercial or non-residential applications;

4.2 Goods which are damaged due to cause(s) beyond the reasonable control of Timberlink®;

4.3 Goods not stored, handled, installed, or maintained in accordance with the Everdeck® Installation Guide, <https://www.everdeck.com.au/resources/>, including the use of alternative fixings or attachment mechanisms;

4.4 damage as a result of the ground and/or the supporting structures upon which the Goods are installed moves, distorts, collapses, or settles;

4.5 damage as a result of any severe weather or natural phenomena such as fire, cyclones, severe storms, lightning, tornado, hail, earthquake, flood or other;

4.6 Goods exposed to incompatible substances including compounds of acidic or basic pH, paints, stains and building products, solvents, metallic rust, fuel, motor oil and mechanical grease, herbicides, fungicides and insecticides, fertilizer, and plant food, corrosive material, fire retardants or chemical treatments;

NOTE: the application of any additional surface finishes including paints, stains or other coating materials will void this warranty;

4.7 damage caused by condensation, poor ventilation, contact with moisture retaining substances;

4.8 damage caused by heat, direct or indirect exposure to high temperature, e.g. (firepits, boiling oil or fats, BBQ coals);

4.9 damage or punctures to the surface of the Goods due to neglect and misuse, including but not limited to storing, dropping, dragging, or pushing heavy or sharp objects;

NOTE: use of additional and/or alternative fixtures and fittings not supplied by Timberlink® for use with Everdeck® decking (e.g. generic clips, screws, handrails, screen, planter boxes) or items that penetrate the surface of the product will void this warranty;

4.10 damage caused after the delivery of the Goods to the Seller;

4.11 fair wear and tear, including scratching, scuffing and natural weathering;

4.12 variations in material finish or shading (product is intended to have natural variation and different batches may have slight variations) and over time, the product colour or design of Everdeck® may change;

4.13 Goods used for uncommon or unintended purposes;

4.14 Everdeck® sold as seconds, irregulars, short lengths or other;

4.15 Your change of mind.

5. Transfer of Warranty

This warranty may only be transferred to another person or party ('Transferee') one time provided such transfer occurs within the first five (5) years of the date on which You originally purchased the Goods as evidenced by Your receipt.

6. Warranty Claim Procedure

To make a claim under this warranty, You, or the Transferee ('the Claimant'), must provide written notification to the original place of purchase (the Seller) or Timberlink® by submitting an online enquiry form <https://www.everdeck.com.au/contact-us/> at first instance within thirty (30) days of the alleged defect becoming apparent ('Warranty Claim').

Following your initial enquiry, we will be in touch with you as soon as we can (and estimated to be within 10 business days, but subject to how long a Seller may take to notify Timberlink®) about next steps.

Please note that a valid Warranty Claim needs to include the following details:

the current location of the Goods;

- a clear description of the claimed defect and when it was first noticed;
- photographs of the claimed defect;
- the receipt for the Goods from the Seller showing the date of purchase or other proof of purchase;
- contact details for the Claimant; and
- the Claimant's preferred outcome of the Warranty Claim.

If the Warranty Claim is made directly to Timberlink®, it will be investigated as soon as practically possible. The Claimant will be advised in writing of the outcome of their Warranty Claim and potential remedy after Timberlink® has investigated the Warranty Claim.

The Claimant is responsible for their own expenses in relation to making a Warranty Claim.