

# Everdeck® AU Manufacturer's Warranty Against Defects

Warranty valid from 24/02/2025.

## 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](mailto:info@timberlinkaustralia.com.au) ('Our' or 'Timberlink®').

Timberlink® is the manufacturer of a range of wood composite products known as Everdeck®. This warranty applies to each Everdeck® branded decking and edge board as specified at [everdeck.com.au](http://everdeck.com.au) ('the Goods') supplied to its customers ('You' or 'Your') and purchased through authorised retailers. All other Timberlink® products not specified are excluded from this warranty.

To the maximum extent permitted by law, all other warranties whether implied or otherwise, not set out in this warranty are excluded and Timberlink® is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate You for any direct or consequential loss or damage of any nature whatsoever.

## 2. Rights under the Australian Consumer Law (ACL)

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

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.

## 3. Definitions

**"Residential Application"** means installation in buildings falling solely within building classification classes 1-4 under the National Construction Code 2022.

**"Non-Residential Application"** means installation in buildings which do not fall within the definition of Residential Application.

## 4. Warranty against defects

Provided each of the following conditions have been met:

- the Goods have been installed and maintained in accordance with the then current version of Timberlink®'s Installation guide at the date of purchase of the relevant Goods (or as subsequently notified by Timberlink®), which is available at <https://www.everdeck.com.au/resources/> or such other website or location advised by Timberlink® and
- the activity parameters do not exceed either the load or support spacings thresholds set out in the Everdeck® Decking Technical Data Sheet, at the date of purchase of the relevant Goods, which is available at <https://www.everdeck.com.au/resources> or such other website or location advised by Timberlink®; and
- the purchase of the Goods from the original place of purchase ('the Seller') is evidenced by Your receipt or other 'proof of purchase' as reasonably determined by Timberlink®,

You will be entitled to claim against this warranty in the event the Goods are defective, subject to, and to the extent under, the conditions set out in this warranty, including the Extent of Our Liability, the Warranty Period and Exclusions.

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Timberlink® reserves the right to inspect the premises where the Goods have been installed as part of any warranty claim investigation process and/or to inspect and conduct tests of the Goods the subject of the warranty claim as necessary at any time after a claim is made under this warranty to determine whether the Goods are defective and the conditions in this warranty have been met.

## Warranty Period

The Warranty Period commences on the date of purchase of each Good as evidenced by the receipt for the Goods from the Seller showing the date of purchase or other proof of purchase, and expires as follows:

1. For Residential Applications: 20 years after date of purchase; and
2. For Non-Residential Applications: 10 years after date of purchase.

## Extent of Our Liability

Where Timberlink® has determined that You have a valid claim under this warranty, it will, in its sole and absolute discretion offer You one of the following options:

1. replacement of the defective Goods with the same or equivalent Goods; or
2. reimbursement of the original purchase price of the defective Goods, subject to the maximum liability set out in Table A below.

Table A sets out the maximum reimbursement amounts for any claim or number of claims in relation to the defective Goods under this warranty, with the "Year of Claim" calculated by reference to the period commencing from the date of purchase of the applicable defective Good.

Table A

Year of Claim	Residential Application		Non-Residential Application
	South of Tropic of Capricorn	North of Tropic of Capricorn	
	<u>Maximum %</u>	<u>Maximum %</u>	
0-5	100%	100%	100%
6			80%
7			60%
8			40%
9			20%
10			10%
Year 11-13	80%	50%	N/A
Year 14-15	60%	25%	
Year 16-17	40%	10%	
Year 18-19	20%	5%	
Year 20	10%	5%	

Where Timberlink® provides replacement Goods under this warranty, the replacement Goods will only be covered by this warranty for the remainder of the Warranty Period applying to the original defective Goods.

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## 5. Exclusions

This warranty does not cover and shall be deemed void in the following circumstances:

- 5.1 where the Goods are damaged, including accidental damage, due to cause(s) beyond the reasonable control of Timberlink®;
- 5.2 Goods not stored, handled, installed, or maintained in accordance with the then current version of Timberlink®'s Installation Guide at the date of purchase of the relevant Goods (or as subsequently notified by Timberlink®), which is available at <https://www.everdeck.com.au/resources/> or such other website or location advised by Timberlink®, including the use of alternative fixings or attachment mechanisms;
- 5.3 damage or failure as a result of the ground and/or the supporting structures upon which the Goods are installed moving, distorting, collapsing, or settling;
- 5.4 damage or failure as a result of any severe weather or natural phenomena such as fire, cyclones, severe storms, lightning, tornado, hail, earthquake, flood or other natural disasters;
- 5.5 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;

- 5.6 damage or failure caused by condensation, poor ventilation, contact with moisture retaining substances;
- 5.7 damage or failure caused by heat including direct or indirect exposure to high temperature, e.g. (firepits, boiling oil or fats, BBQ coals);
- 5.8 damage, failure or punctures to the surface of the Goods due to neglect, misuse or abuse of the Goods, 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 the Goods (e.g. generic clips, screws, handrails, screen, planter boxes) or items that penetrate the surface of the product will void this warranty;

- 5.9 damage or failure caused after the delivery of the Goods to the Seller;
- 5.10 fair wear and tear, including scratching, scuffing and natural weathering;
- 5.11 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 the Goods may change;
- 5.12 Goods used for uncommon or unintended purposes as reasonably determined by Timberlink®;
- 5.13 Goods which have been illegally installed or installed without appropriate permits and approvals;
- 5.14 the Goods are sold, reused, or repurposed as seconds, irregulars, or short lengths;
- 5.15 damage or failure that occurs for a reason or reasons that were already disclosed to You (in writing or otherwise), prior to Your purchase of the Goods;
- 5.16 refurbished, reused, repurposed or ex display Goods;
- 5.17 Your change of mind.

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## 6. Transfer of Warranty

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

## 7. 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/> within thirty (30) days of the alleged defect in the Goods first becoming apparent ('Warranty Claim') and within the applicable Warranty Period.

We will contact You as soon as possible after receipt of Your Warranty Claim (we estimate this to be within 10 business days but is subject to how long it takes for the Seller to notify Timberlink® of the Warranty Claim) about next steps.

In order for a Warranty Claim to be valid it must include the following details:

- the current location of the Goods;
- whether the Goods were used for a Residential Application or a Non-Residential Application;
- 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.

Following investigation of the Warranty Claim by Timberlink®, the Claimant will be advised in writing of the outcome of their Warranty Claim and any proposed remedy to be offered by Timberlink®. All decisions by Timberlink® as to the outcome of a Warranty Claim are final.

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