



ABN: 89 628 155 608

TUFF DECK AUSTRALIA PTY LTD



51 -53 Williams Road , Dandenong South, Vic 3175.



03 90182430 / 0434366794 / 0412182741



info@tuffdeck.com.au



www.tuffdeck.com.au

Tuff Deck 10-year Domestic & 7-year Commercial Product Warranty (Co-extruded Composites)

Section 1

1.1

Tuff Deck WPC warrants to the original purchaser of Tuff Deck WPC products noted below that, for the specified Warranty Period, such products shall, (i) under normal and proper service conditions, (ii) when installed in accordance with Tuff Deck WPC written instructions and (iii) when used and maintained in application area, the WPC material will not be damage from other material.

1.2

The term of the Limited Warranty ("Warranty Period") for the WPC fencing and screening profiles shall be ten (10) years from the date of original purchase.

1.3

The term of the Limited Warranty ("Warranty Period") for the second generation (co-extrusion) WPC solid profiles shall be ten (10) years from the date of original purchase.

1.4

In the event of a failure of the above described Tuff Deck WPC products within the applicable Warranty Period, as warranted above; when properly installed, used and maintained in the manner required by this Section 1, Tuff Deck WPC will replace the non-conforming item in the manner set forth in Section 2 below.



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Section 2

The Limited Warranty set forth herein is the only warranty for the above described Tuff Deck WPC products. This limited warranty comprises Tuff Deck WPC sole and entire warranty and obligation in connection with Tuff Deck WPC. Tuff Deck WPC excludes and will not pay any incidental and/or consequential damages. Under no circumstances shall Tuff Deck WPC be liable for any damages which exceed the actual purchase price of the defective product as adjusted on the basis of the prorated warranty schedule provide herein.

2.1

In order to proceed with a warranty, claim against Tuff Deck WPC, the Purchaser must send to Tuff Deck WPC a copy of original proof of purchase, and photos or other supporting evidence of the defective or nonconforming Tuff Deck WPC product.

2.2

Upon discovering a possible defect of any Tuff Deck WPC product, purchaser shall, at purchaser's sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected.

2.3

If any claims that the Tuff Deck WPC products failed to perform as warranted above, Tuff Deck WPC sole liability to purchaser is to replace the defective product. Tuff Deck WPC shall not be responsible for the costs associated with the installation of the replacement WPC product or the disposal of the defective WPC product.



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Section 3

3.1

Tuff Deck WPC obligation to provide replacement product shall only be in an amount equal to the volume (linear feet) of defective material as listed on the Prorated Warranty Schedule contained herein purchaser acknowledges that Tuff Deck WPC does not guarantee an exact match as colours and designs may change. Purchaser agrees to the use of such fasteners as adequate for reinstallation of the furnished board, irrespective of existing method.

Prorated Limited Warranty Schedule

Compensation Ratio	7-Yr Year of Claim	10-Yr Year of Claim
100%	0-1 Yr	0-5Yr
80%	2Yr	6Yr
60%	3Yr	7Yr
40%	4Yr	8Yr
20%	5Yr	9Yr
10%	6-7 Yr	10Yr



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3.2

This Limited Warranty and Tuff Deck WPC inclusive shall not be liable for any of Purchaser's installation, removal or reinstallation costs

3.3

Tuff Deck WPC does not warrant against and is not responsible for:

(i) improper installation of Tuff Deck WPC products, (ii) failure to abide by Tuff Deck WPC's written instructions, (iii) failure to comply with any and all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping, (iv) use of Tuff Deck WPC products beyond normal use or in an application not recommended or permitted by Tuff Deck WPC's written instructions and applicable laws and building codes, (v) movement, distortion, collapse or settling of the ground or the supporting structure upon which Tuff Deck WPC Products are installed, (vi) defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair, (vii) any Act of God (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.), (viii) discoloration, fading, spotting or staining from or caused, in whole or in part, by mould, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weather conditions (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains), (ix) damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces, (x) the application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides, (xi) fading, flaking or other deterioration of any paints, stains or other coatings placed on the Tuff Deck WPC Products, (xii) climate change, environmental conditions, static electricity or any cause beyond the control of Tuff Deck WPC, (xiii) variations or changes in colour of Tuff Deck WPC products within normal range, (xiv) improper handling, maintenance, storage, abuse or neglect of Tuff Deck WPC



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(xiv) improper handling, maintenance, storage, abuse or neglect of Tuff Deck WPC products by Purchaser or any other party, (xv) ordinary wear and tear, (xvi) impact from objects or (xvii) any fasteners not supplied or approved by Tuff Deck WPC

*Please note, NO warranty is given to any fasteners other than the Tuff Deck WPC Fasteners.

3.4

All warranties provided by Tuff Deck WPC, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: (i) the Tuff Deck WPC product is not installed, maintained and/or used strictly in accordance with Tuff Deck WPC's written instructions, (ii) the Tuff Deck WPC product is not installed in accordance with all applicable laws, codes and regulations; (iii) the intentional or unintentional misuse of the Tuff Deck WPC product, whether foreseeable or unforeseeable; (iv) the failure of Purchaser to properly and/or timely maintain or repair the Tuff Deck WPC product; (v) the failure by Purchaser to provide timely notice to Tuff Deck WPC of any failure or defect of the Tuff Deck WPC product; or (vi) use of fasteners other than the Tuff Deck WPC branded fasteners

3.5

Any warranty claim needs to be made within 30 days of the fault becoming apparent. Tuff Deck will investigate all warranty claims and determine whether the claim relates to a manufacturing defect and is therefore covered under the warranty or whether the defect has been caused due to other factors not deemed to be a manufacturing defect at which time the warranty claim will be denied.

GENERAL

No Tuff Deck reseller, agent, or employee is authorised to make modifications, extensions or additions to this warranty. This warranty is governed by and construed under the laws of Australia