

**TIMBERTECH LIMITED**  
**25-YEAR LIMITED RESIDENTIAL WARRANTY - AUSTRALIA**  
**10-YEAR LIMITED COMMERCIAL WARRANTY - AUSTRALIA**

*Alternative decking materials, rail systems, accessories  
and the DrySpace deck drainage system*

**IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS**

The benefits given to you under this 25 year limited residential warranty/ 10 year limited commercial warranty are **additional to**, and do not detract from, other rights and remedies that you may have in relation to TimberTech alternative decking materials, rail systems and accessories and the DrySpace deck drainage system products under Australian laws, including the Australian Consumer Law.

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.

This Warranty:

- is not intended to change or exclude any statutory or consumer rights that cannot be lawfully changed or excluded;
- is independent of any warranty that may be provided by the seller, for which he carries sole responsibility; and
- does not affect your rights against the seller, including any mandatory statutory rights you may have against the seller under local consumer laws.

**Statement of Warranty:** This warranty is provided by TimberTech Limited of 894 Prairie Avenue, Wilmington, Ohio 45177, USA, telephone 1-800-307-7780 ("TimberTech").

This warranty is given to the original purchaser, residential or commercial as the case may be ("Purchaser"), of TimberTech alternative decking materials, rail systems (excluding all metal baluster components of such rail systems and DeckLites, which are covered under separate warranties), and accessories (individually and collectively "Decking Materials") and the DrySpace deck drainage system ("DrySpace" and, collectively with the Decking Materials, the "TimberTech Products"). This warranty does not extend to fasteners that are not supplied by TimberTech.

For the purposes of this warranty, a residential Purchaser shall refer to a single-family residential homeowner and a commercial Purchaser shall refer to any Purchaser other than a single-family residential homeowner.

TimberTech warrants to Purchaser for a period of:

- twenty-five (25) years (Residential); or
- ten (10) years (Commercial),

from the date of the original purchase (the "Term"), under normal use and service conditions, that:

- (1) the Decking Materials will be free from material defects in workmanship and materials, and will not check, split, splinter, rot or suffer structural damage from termites or fungal decay; and
- (2) DrySpace will not peel, blister, pit, flake, crack or corrode as a result of manufacturing defects, or as a result of exposure to ocean air (salt spray).

All warranties are subject to the exclusions, limitations and restrictions set forth below.

**Obtaining Warranty Performance:** If Purchaser discovers a defect in the TimberTech Products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but **no later than the end of the Term**, notify TimberTech in writing, at the following address:

TimberTech Limited  
c/o ITI Australia  
P.O. Box 278  
St. Marys  
NSW 1790  
Q2 8805 5000  
Attn: Claims Department

Purchaser must include in this notification proof of purchase and a statement explaining the defect. TimberTech may request additional information. After reviewing all information, TimberTech will make a determination regarding the validity of the claim. If TimberTech determines that Purchaser's claim is valid, TimberTech will, at its option, either replace the defective TimberTech Products or refund the portion of the purchase price paid by Purchaser for such defective TimberTech Products (not including the cost of its initial installation).

If a residential Purchaser makes a valid warranty claim during years eleven (11) through twenty-five (25) after the date of original purchase, then the residential Purchaser's recovery will be prorated as indicated below. If TimberTech is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a

claim; if TimberTech is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

<u>Year of Claim</u>	<u>Recovery</u>
11	80%
12	80%
13	80%
14	60%
15	60%
16	60%
17	40%
18	40%
19	40%
20	20%
21	20%
22	20%
23	10%
24	10%
25	10%

This warranty shall not cover, and TimberTech shall not be responsible for, costs and expenses incurred with respect to the removal of the defective TimberTech Products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY**.

**Note:** Even though this warranty does not apply in the circumstances set out above, Purchaser may still have rights under Australian laws, including the Australian Consumer Law, in such circumstances.

**Transfer of Warranty:** This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the TimberTech Products were originally installed. Transfer of this warranty does not extend the Term of the warranty.

**Exclusions from Warranty Coverage:** This warranty does not cover any product failure, product malfunction, or damages attributable to: (1) improper installation of the TimberTech Products and/or failure to abide by TimberTech's installation guidelines, including but not limited to improper gapping; (2) use of TimberTech Products beyond normal use, or in an application not recommended by the TimberTech installation guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the TimberTech Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in colour of TimberTech Products; (6) normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured surfaces to, among other things, flake, chalk, or accumulate dirt or stains; (7) improper handling, storage, abuse or neglect of the TimberTech Products by Purchaser, the transferee or third parties; (8) any fasteners not supplied by TimberTech; or (9) minor dripping from DrySpace.

**Note:** Even though this warranty does not apply in the circumstances set out above, Purchaser may still have rights under Australian laws, including the Australian Consumer Law, in such circumstances.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the TimberTech Products in connection with their use in any particular application.

**Other Limitations:** TimberTech provides no warranty against defects beyond the rights and remedies given under this warranty and which are available under the Australian Consumer Law.

TimberTech will not be liable under this warranty for any incidental, consequential or indirect damages, including but not limited to lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work or impairment of assets. TimberTech's liability under this warranty will in no event exceed the replacement of defective products or a refund of the purchase price of such products, as described above. Even though this warranty does not apply in the circumstances set out above, Purchaser may still have rights under Australian laws, including the Australian Consumer Law, in such circumstances.

**Miscellaneous:** This document is the complete and exclusive statement of the terms and conditions of the warranty applying to TimberTech Products and supersedes all prior agreements or representations, oral or written, and all other communications between the parties relating to that warranty. This warranty may not be altered or amended except by a written document signed by TimberTech and Purchaser or a permitted transferee. No agent or employee of TimberTech or any other party is authorized to make any modification, extension or addition to this warranty and TimberTech shall not be bound by any statements other than those contained in this warranty.

This warranty shall only be applicable and enforceable in Australia.

This warranty is effective for purchases made on or after January 1, 2012.

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