

TIMBERTECH LIMITED

TOPLOC™ 25-YEAR RESIDENTIAL/10-YEAR COMMERCIAL LIMITED WARRANTY AGAINST CORROSION - AUSTRALIA

IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS

The benefits given to you under this 25 year residential/ 10 year commercial limited warranty against corrosion are **additional to**, and do not detract from, other rights and remedies that you may have in relation to TimberTech TOPLoc™ Screws 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 TOPLoc™ exterior (i) ACQ Rated and Composite screws, and (ii) stainless steel screws (collectively, the "TOPLoc™ Screws"). 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 the TOPLoc™ Screws will not corrode due to exposure to:

- normal environmental conditions, or
- corrosives contained in natural wood species, treated lumber, or plastic/wood composite decking material, or
- to exposure to chemicals used, as of January 1, 2007, in pressure treated lumber formulations designated as, ACQ, MCQ, Copper Quat, or Copper Azole types CBA-A and CA-B;

provided, however, that TOPLoc™ ACQ Rated and Composite screws are not warranted for use on or near the water, including but not limited to, applications such as docks, boardwalks or piers (only TOPLoc™ stainless steel Screws are warranted for such applications).

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

Obtaining Warranty Performance: If Purchaser discovers a defect in the TOPLoc™ Screws 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
02 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. For any claim that TimberTech determines to be valid, TimberTech will replace the defective TOPLoc™ Screws. It is the sole responsibility of Purchaser to arrange and to pay for the return to TimberTech of any TOPLoc™ Screws to which this warranty applies.

This warranty shall not cover, and TimberTech shall not be responsible for, costs and expenses incurred with respect to the removal of the defective TOPLoc™ Screws or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedy is 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 TOPLoc™ Screws were originally installed. Transfer of this warranty does not affect 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 TOPLoc™ Screws and/or failure to abide by TimberTech's installation guidelines; or (2) use of TOPLoc™ Screws beyond normal use, or in an application not recommended by the TimberTech installation guidelines and local building codes.

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 TOPLoc™ Screws 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, 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 TOPLoc™ Screws 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 is effective for purchases made on or after January 1, 2012.

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