

## Material Warranty

Innowood Australia Pty Ltd, ("Innowood") warrants to the first purchaser and the last purchaser prior to installation, subject to the terms, conditions and limitations set out herein and as set out in Innowood's relevant published literature current at the time of installation, that for the period in which this Innowood Warranty is effective, the Innowood products will be free from material defects due to defective material and or manufacturing faults.

Innowood warrants its products to be resistant to cracking, splitting, swelling or rotting, flaking or peeling, water and moisture and to termites and other vermin.

This warranty is for a period of 7 years, from the date of purchase of the Innowood products.

### TERMS, CONDITIONS AND LIMITATIONS

- 1) The claimant shall provide Innowood with written notice of any material product defect of any claim under this warranty within (30) days, after the defect would have become reasonably apparent. If the defect was reasonably apparent prior to installation, then the claim must be made prior to installation and if any such defective products are installed then this warranty is negated.  
Such notice shall be given by certified mail to Innowood Australia Pty Ltd, 126 O'Connell Street, North Parramatta NSW 2151, Australia.
- 2) If Innowood's investigation of any claim under this warranty reveals that Innowood is not responsible under the terms of this warranty for the purchaser's claim, the purchaser shall promptly reimburse the investigation and or repair costs incurred by Innowood.
- 3) If there is a product defect during the period, in which this warranty is in effect and within the scope of this warranty, Innowood will at Innowood's discretionary option, repair or replace the product.
- 4) The warranty is given under normal environmental conditions, for which the products are designed, without the harm of external elements and chemical corrosion, through misuse and or improper storage, handling, application, finishing and or poor maintenance; alterations to the structure supporting the Innowood products, after the original installation of the products; act of terrorism or war; natural disaster events, such as hurricanes, tornados, hail, earthquakes, floods, fire or other similar causes beyond the control of Innowood.
- 5) There are no express or implied warranties of the merchantability and fitness for a particular purpose and no representative has the authority to make any representations other than those stated herein.
- 6) The products must be installed and maintained in accordance with the Innowood current and relevant specifications, instructions and or manuals and in strict compliance with the current provision of the BCA, regulations and standards, current at the time of installation.
- 7) The fasteners and fixings must be of appropriate materials and used in accordance with Innowood specifications.
- 8) That care of the Innowood product is maintained as per maintenance instructions provided by Innowood.
- 9) Innowood shall under no circumstances be liable for incidental consequential damages, including but not limited to injury to any person or damages to the building or the contents of the building, including any such damages relating to the presence of damp, mould, or mildew.
- 10) This warranty shall not be applicable to damage, loss or consequential loss caused in whole or in part by and does not provide protection against any failure, defect or damage caused by situations and events beyond normal usage or exposure conditions, including but not limited to:
  - a) natural disaster events, including but not limited to lightning, wind gusts in excess of the design wind speed for the building, hail or similar natural disaster events;
  - b) vandalism, acts of war, or civil disturbances;

- c) environmental fallout or overexposure to commercial and or industrial solvents, acids, caustic fluids, oils, waxes, greases, absorbent clays, bleaches, plasticizers or other harmful chemicals;
- d) failure by the purchaser to use reasonable care in maintaining the Innowood products, including but not limited to the requirements identified in the Innowood products' maintenance manual;
- e) deterioration or failure of any building component including, but not limited to, the products' supporting substrate, and or errors or omissions by architects or engineers not retained by Innowood, please note that warranty applies only if the maintenance procedures outlined in the said manual are adhered to, use of heavy cleaners, such as acids, will void the warranty. Innowood may repair or replace defective products at its absolute discretion;
- f) Innowood's liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s 69) for the goods or services supplied under this contract (other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, or if the customer establishes that reliance on it would not be fair and reasonable) is limited to, the fullest extent permitted by law (in Innowood's discretion):
  1. in the case of goods, any one or more of the following:
    - a. the replacement of the goods or the supply of equivalent goods.
    - b. the repair of the goods; or
    - c. the payment of the cost of replacing the good or of acquiring equivalent goods,
    - d. the payment of the costs of having the goods repaired
- 11) Consequential loss shall mean the indirect or special loss and or damage arising from a breach of the purchase contract, tort (including negligence), under statute and or any other basis in law or equity including, but without limitation, the following:
  - (i) loss of profits; (ii) loss of revenue; (iii) loss of production; (iv) loss or denial of opportunity; (v) loss of access to markets; (vi) loss of goodwill; (vii) loss of business reputation or future reputation or publicity; (viii) damage to credit rating; and or loss of use; (ix) or any similar loss whether or not in the reasonable contemplation of the parties at the time of the execution of the purchase
- 12) The products are not warranted against discoloration or other damage caused by air pollution, mildew, exposure to harmful chemicals or normal weathering from the elements, normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the product, the cleanliness of the air in the area, and many other influences over which Innowood has no control; Innowood shall have sole discretion to determine, based on reasonable criteria, whether the product is suffering from normal weathering. If the product weathers to a degree determined by Innowood to be beyond normal, Innowood may either repair or provide replacement material, at its option, for the defective product.  
Innowood also reserves the right to refund the amount paid by the original purchaser for the product material and accessories (but not including the cost of its initial installation), in lieu of all other claims, and
- 13) Innowood reserves the right without notice to discontinue or modify any of its products, including the colour, and Innowood shall not be liable in the event the replacement material may vary in colour or gloss in comparison to the original product as a result of normal weathering. If Innowood replaces any material under this warranty, it may substitute products designated by Innowood to be of comparable quality or value in the event the product initially installed has been discontinued or modified.