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## LIMITED RESIDENTIAL FADE AND STAIN WARRANTY

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ModWood Technologies Pty Ltd (**ModWood Technologies**) gives the warranty set out in this document in relation to its ModWood XTREME GUARD product only.

**This warranty is issued by:**

ModWood Technologies Pty Ltd (ACN 094 868 201)

5 Jessica Road, Campbellfield VIC 3061

**Telephone:** (03) 9357 8866

**Email:** info@modwood.com.au

Correspondence and claims regarding the warranty set out in this document must be sent in writing to ModWood Technologies at the postal or email address set out above. If necessary, the purchaser must allow ModWood Technologies (or a representative of ModWood Technologies) to enter the property upon which the XTREME GUARD is installed to inspect the defective product.

This warranty is given to the original purchaser of  
ModWood XTREME GUARD decking materials (**Purchaser**).

For the purposes of this warranty, a “residential application” is an installation of the product on an individual residence.

**If XTREME GUARD that is used in a residential application:**

- **fade resistance:** fades in colour from light and weathering exposure, as measured by a colour change of more than 5 Delta E (CIE) units; or
- **stain resistance:** suffers permanent staining resulting from spills of food or beverage items that would typically be present on a residential deck, or mould or mildew naturally occurring in the environment (provided the substance was removed from the product with soap and water or mild household cleaners within 72 hours after spillage of the food or beverage or first appearance of the mould and mildew),

within 25 years after it is purchased (**Warranty Period**) then we will at our option either replace the affected product or refund the amount paid for the affected product (as adjusted on the basis of the prorated warranty schedule set out below, where applicable) to the original Purchaser of the product if:

1. it was installed and used (product has been used/installed as per what the product has been described to be used for, as stated on the web site) in accordance with our instructions in a residential application; and
2. within the Warranty Period the original Purchaser provides evidence of the defect, the quantity of ModWood XTREME GUARD affected by the defect and a receipt for the purchase of the defective XTREME GUARD or evidence of the age of the defective XTREME GUARD which establishes the age of the defective XTREME GUARD to our satisfaction,

except in the circumstances set out below. Where XTREME GUARD is replaced under this warranty the replacement XTREME GUARD will be covered by this warranty for the remainder of the term of this warranty.

*Please note:- While the product is designed to resist fading and staining, no material is entirely fade or stain proof, particularly when subjected to years of exposure to ultraviolet (UV) rays and the elements, or when spilled substances are not properly cleaned.*

Before making a claim under the stain resistance warranty, you must first try to clean the affected area and if this doesn't work then have the affected area cleaned professionally, using the cleaning procedures specified in our care and maintenance instructions (available online at [www.modwood.com.au](http://www.modwood.com.au)). A receipt showing the area being professionally cleaned must be provided as evidence. Note, ModWood does not reimburse these charges. Purchaser may make a claim under this warranty provided that such claim is made within 30 days after the professional cleaning.

If the Purchaser makes a valid warranty claim during years eleven (11) through twenty-five (25) after the original purchase for a residential application, recovery will be prorated. If we are providing replacement materials, we will replace the percentage listed below of the affected product; or, if we are refunding the purchase price, we will refund the percentage listed below of the amount paid for the affected product

| Yr of warranty claim | South of the Tropic of Capricorn | North of the Tropic of Capricorn |
|----------------------|----------------------------------|----------------------------------|
|                      | Percentage Recovery              | Percentage Recovery              |
| 0-10 years           | 100%                             | 100%                             |
| 11                   | 80%                              | 50%                              |
| 12                   | 80%                              | 50%                              |
| 13                   | 80%                              | 50%                              |
| 14                   | 60%                              | 25%                              |
| 15                   | 60%                              | 25%                              |
| 16                   | 60%                              | 25%                              |
| 17                   | 40%                              | 10%                              |
| 18                   | 40%                              | 10%                              |
| 19                   | 40%                              | 10%                              |
| 20                   | 20%                              | 5%                               |
| 21                   | 20%                              | 5%                               |
| 22                   | 20%                              | 5%                               |
| 23                   | 10%                              | 5%                               |
| 24                   | 10%                              | 5%                               |
| 25                   | 10%                              | 5%                               |

Replacement XTREME GUARD material will be as close in colour, design and quality to the original installation as reasonably possible, in ModWood Technologies' discretion and determination, but ModWood Technologies does not guarantee an exact match as colours and profiles may change.

This warranty does not cover:

- fair wear and tear or scratching;
- damage caused by any natural event or disaster (such as fire, flooding, earthquakes, lightning or storms) or as a consequence of movement or collapse of the structure to which the XTREME GUARD is affixed;
- variations in embossing patterns;
- variations in colour (XTREME GUARD is designed to have colour variation);
- small bubbles/blemishes on board surface;
- expenses incurred in claiming under the warranty;
- damage which is caused intentionally, recklessly or negligently (for example damage caused by spilling solvents on the ModWood XTREME GUARD or dropping or storing heavy objects on the ModWood XTREME GUARD);
- damage caused by environmental conditions, static electricity or any cause beyond the control of ModWood Technologies;
- any fading or staining not on the walking surface of the product i.e. the underside or ends of the product;
- damage caused by low-emissivity (Low-E) glass by highly elevated heat build-up on decking;
- staining, fading or damage to the product caused by abrasive compounds of acidic or basic pH, metallic rust, strong solvents or other abnormal residential deck use items, and non-food and non-beverage substances, including but not limited to biocides, fungicides, plant food or bactericides;
- if any paint or other coating material has been applied to the product, this warranty is void;
- direct or indirect contact with extreme heat sources may cause fading over time and/or damage the surface of the product;

or

- COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF THE DEFECTIVE PRODUCT OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOUR AND FREIGHT.

Standard ModWood XTREME GUARD limited warranty: This warranty is in addition to the standard ModWood XTREME GUARD limited warranty that applies to ModWood XTREME GUARD.

This warranty may be transferred one time, within the five year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the XTREME GUARD products were originally installed. Transfer of this warranty does not extend the term of warranty.

The benefits in this warranty are additional to other rights and remedies that a consumer has under laws in relation to the goods 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have 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 only applicable and enforceable in Australia.

This online document is available at: [www.modwood.com.au/terms-and-conditions](http://www.modwood.com.au/terms-and-conditions).