



 **DESIGNER SERIES**
EKODECK+

**MANUFACTURERS WARRANTY
(WARRANTY AGAINST DEFECTS)**

**MANUFACTURERS WARRANTY
(WARRANTY AGAINST DEFECTS)
AUSTRALIAN CONSUMER LAW**

1. 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 the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
2. The rights and obligations afforded to you in this warranty are in addition to any rights and remedies available under Australian State and Federal legislation that cannot be excluded.
3. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any Australian State or Federal legislation applicable to the supply of goods which cannot be excluded, restricted or modified.

DEFINITIONS

4. The following terms have the following corresponding meaning:

"Application" means either Commercial Application or Residential Application as applicable.

"Authorised Ekodeck Distributor" means Ekodeck or any Bunnings Warehouse retail store which forms part of Bunnings Group Limited (ACN 008 672 179) or any other retail or wholesale store which Ekodeck expressly state distribute the Product.

"Authorised Purpose" means installation in accordance with Ekodeck installation or maintenance guidelines and use of the Product in a Residential Application or a Commercial Application.

"Ekodeck" means Ekologix Australia Pty. Ltd. ACN 133 471 619 or any trading entity of Ekodeck.

"Commercial Application" shall refer to any use of the Product, in accordance with Ekodeck maintenance guidelines, in any other circumstance that does not fall within the definition of Residential Application.

"Defect" means a defect in the design, the workmanship, or the materials or a failure of the whole or part of the Product that causes damage to person or property.

"Defective Product" means a Product that suffers from a Defect.

"Purchaser" means any original end user of the Product who purchased the Product for an Authorised Purpose from an Authorised Ekodeck Distributor.

"Product" means the product to which this Manufacturer's Warranty is attached when originally purchased from an Authorised Ekodeck Distributor.

"Residential Application" shall refer to the use of the Product, in accordance with Ekodeck maintenance guidelines, at a natural person's domicile and where the Product was purchased solely for personal, domestic or household use.

"Term" means the amount of time in which this Warranty remains in effect, calculated from the date of purchase up to twenty (20) years from the date of Purchase subject to compliance with Ekodeck terms and conditions of Warranty and the Application of the Product.

THE WARRANTY

5. This Warranty is not transferable; it applies only to the Purchaser that purchased the Product from the Authorised Ekodeck Distributor.
6. Ekodeck warrants to the Purchaser that the Product:
 - (a) is of merchantable quality;
 - (b) is free from Defects;
 - (c) is fit for purpose;
 - (d) complies with legislative requirements at the time of purchase; and
 - (e) shall not significantly split or splinter.

(Hereafter collectively referred to as the **"Warranty"**).

7. The Warranty commences on the date that the Purchaser takes delivery of Product (**"Date of Purchase"**) and expires on the following corresponding date:
 - (a) Ten (10) calendar years from the date of original purchase by a Purchaser of the Products used in a Commercial Application; or
 - (b) Fifteen (15) calendar years from the date of purchase by a Purchaser of the Product used in a Residential Application.

(Hereafter collectively referred to as the **"Warranty Period"**).

8. At Ekodeck's sole discretion, Ekodeck may offer a Purchaser of the Product used in a Residential Application an extended five (5) calendar year Warranty (with the intention that a warranty period of twenty (20) calendar years is applicable to the Product) subject to the provision of additional information as advised by Ekodeck (**"Extended Warranty Period"**).
9. In the event that Ekodeck grants an Extended Warranty to the Purchaser, Ekodeck will inform the Purchaser of the grant of an Extended Warranty in writing. No Extended Warranty Period is applicable unless Ekodeck expressly inform the Purchaser.
10. During the Warranty Period or the Extended Warranty, the Purchaser must provide written notification together with supporting documents to Ekodeck within 30 days from the Purchaser discovering the Defect (**"Notice"**).
11. The Notice must include:
 - (a) A clear description of the alleged Defect;
 - (b) Photographs of the alleged Defect;
 - (c) quantity of the Product claimed to be defective; and
 - (d) proof of original receipt (or other evidence displaying the date of purchase, with such further evidence to be to the reasonable satisfaction of Ekodeck).

(Hereafter collectively referred to as a **"Claim"**).

12. Upon receipt of the Claim, Ekodeck will contact the Purchaser as soon as practically possible to investigate the Claim, where Ekodeck will seek to establish the cause of the Claim.
13. If a Defect is found, Ekodeck may, at its sole discretion, repair or replace any Defective Product or part thereof of a Defective Product. If an identical part or component is not available, Ekodeck may repair or replace with parts and components of similar quality, grade and composition.
14. In addition to the rights of Ekodeck in clause 13 of this Warranty, Ekodeck may, at its sole discretion, elect to refund all or part of the purchase price paid by Purchaser for the Defective Product.

LIMITATIONS AND EXCLUSIONS TO WARRANTY

15. Where a Defect arises due to mould or mildew, the Warranty Period or the Extended Warranty Period applicable to this Warranty is limited to two (2) years from the Date of Purchase, irrespective of any other provision in this Warranty.
16. For the purpose of this Warranty, the following matters are excluded from the definition of a Defect:
- improper installation, maintenance or handling of the product and/or failure to abide by Ekodeck's installation or maintenance guidelines, including but not limited to improper gapping;
 - use of the Product in an application not recommended by Ekodeck's guidelines and applicable codes or standards;
 - movement, distortion, collapse or settling of the ground or the supporting structure on which the product is installed;
 - any act of God (including flooding, earthquake, lightning and any other naturally occurring environmental or other disaster);
 - staining from foreign substances (including dirt, grease, oil and any other substance);
 - normal expected exposure to natural elements, including but not limited to mildew or mould;
 - improper storage, abuse or neglect of the Product by Purchaser;
 - gradual discolouration (including fading and staining);
 - ordinary wear and tear;
 - minor splits or cracking around screws

17. This Warranty does not extend to cover:

- costs associated to remove any Defective Product from the Purchaser's premises, or the location of the Product;
- any charges incurred by the Purchaser in returning any defective product to Ekodeck or in notifying Ekodeck of the alleged defective product;
- costs associated with installing any replacement product;
- costs associated with making a claim under this Warranty, including costs such as postage and handling; and
- any other reasonably foreseeable costs incurred.

18. Ekodeck board dimensions are subject to normal manufacturing variations and tolerances. Reasonable variances in board dimensions are not considered a product fault and due care should be taken when installing to allow for these.

19. The maximum value of any Claim of any one claim or total of all claims made by a Purchaser with respect to the purchase of the Products is limited to the dollar equivalent of the percentages referred to in the below table:

Maximum Value of all or any Claim Amount	Commercial Application	Residential Application
	Claim Period	Claim Period
100%	Purchase to end of the 5th year*	Purchase to end of the 10th year*
80%	6 th year	11 th - 13 th year
60%	7 th year	14 th - 15 th year
40%	8 th year	16 th - 17 th year
20%	9 th year	18 th - 19 th year
10%	10 th year	20 th year

* If the Product was purchased on the 1st of July 2018, the 0-5 years Claim Period would run from 1 July 2018 to 30 June 2023.

GENERAL CONDITIONS

20. Ekodeck Designer Series is made by combining reclaimed timber with a mix of new and recycled plastics. Whilst every care is taken to ensure consistency, natural and immaterial variances will occur from one board to the other in appearance and performance. Natural and immaterial variances are not a fault of the product and, accordingly, no Warranty is provided in respect of any such variation, nor will such a variation amount to a Defect.
21. Ekodeck or any of its affiliated employees or agents will not be liable for any direct, indirect, special or consequential loss or damage arising out of the use of, or handling of any Ekodeck Product whatsoever, including any direct, indirect, special or consequential loss or damage suffered as a result of the negligence of Ekodeck, except those which cannot be excluded by law.
22. Ekodeck can be contacted at:
- | | |
|-------------------|---|
| Business address: | Unit 1, 20-26 Sabre Drive,
Port Melbourne, Victoria,
Australia 3207 |
| Phone: | +613 9639 7774 |
| Email: | info@ekodeck.com.au |



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