

FUSION TIMBER LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR FUSION TIMBER PRODUCT.

This warranty is issued by
Fusion Timber (ABN 45 938 719 449)
U2 / 25 Lawrence Drv, Nerang QLD 4211
Telephone: 0410 754 876
Email: wpc@fusiontimber.com.au

Correspondence and claims regarding the warranty set out in this document must be sent in writing to Fusion Timber at the postal or email address set out above, in accordance with the Claims Procedure below.

The Limited Warranty

Fusion Timber warrants to the “original purchaser” of the Fusion Timber products noted below will remain free from material manufacturing defects and will not:

- splinter;
- delaminate;
- rot;
- will not suffer termite damage and fungal decay.

in the following conditions:

- (i) under normal and proper service conditions,
- (ii) when installed according to the Fusion Timber Installation Guidelines*
- (iii) when used and maintained in an above-ground application;

within the following periods after the original purchase date (“Warranty Periods”), provided that the original purchaser maintains ownership of the real property upon which the Fusion Timber product was installed.

Fusion Timber Product	Warranty Period – Residential	Warranty Period - Commercial
Traditional Composite Decking	10 years	5 years
Capped Composite Decking	20 years	10 years
Composite Screening	10 years	5 years

*Fusion Timber Installation Guidelines are available from the website www.fusiontimber.com.au

In the event of a failure of the above described Fusion Timber products within the applicable Warranty Period, when properly installed, used and maintained in the manner required, the nonconforming item will be replaced in the manner set forth in the Claim Procedure section below, and in relation to the Pro-rated Warranty Schedule.

Claim Procedure:

In order to proceed with a Warranty claim the Purchaser must send to Fusion Timber, at the address above, in no event later than thirty (30) days after any discovery of a possible non-conforming nature of or other failure of the Fusion Timber, the following:

- Proof of original Purchase*;
- Photos or other supporting evidence of the defective Fusion Timber product.

*Original Proof of Purchase must adhere to the following conditions:

- Must show:
 - Date of the original purchase
 - That sufficient Fusion Timber product has been purchased to cover the number of linear metres claimed to be damaged.

Upon discovering a possible defect of any Fusion Timber product, Purchaser shall, at the Purchaser’s sole expense, make temporary repairs or cordon off the area in order to fully protect all property and persons that could be affected.

Upon written request, the Purchaser must allow a Fusion Timber representative to enter the Purchaser’s property to inspect the alleged non-conforming product. The Purchaser is not authorised to make any permanent repairs or remove any of the Fusion Timber products prior to Fusion Timber having completed its claim investigation and, should the Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty. No Fusion Timber products shall be returned to Fusion Timber unless directed by Fusion Timber, in writing, to do so. Any removal or disposal of defective Fusion Timber products shall be at the Purchaser’s sole cost and expense.

Pro-Rated Warranty Schedule:

RESIDENTIAL

RECOVERY	10 Year Traditional Composite Residential	20 Year Capped Composite Residential
100%	0–5 years	0-10 years
80%	6 years	11-12 years
60%	7 years	13-14years
40%	8 years	15-16 years
20%	9 years	17-18 years
10%	10 years	19-20 years

COMMERCIAL

RECOVERY	5 Yr Traditional Composite Commercial	10 Yr Capped Composite Commercial
100%	0-1 years	0–5 years
80%	2 years	6 years
60%	3 years	7 years
40%	4 years	8 years
20%	5 years	9 years
10%	-	10 years

General Conditions, Exclusions and Limitations

This warranty does not cover damages attributable to:

- Improper installation of Fusion Timber products;
- Failure to comply with any applicable laws or building codes, including but limited to improper structural support, fastening, ventilation or gapping;
- Use of Fusion Timber products beyond normal use or in an application not recommended or permitted by Fusion Timber written instructions;
- Movement, distortion, collapse or settling of the ground or the supporting structure upon which Fusion Timber Products are installed;
- Defects in, or failure arising from decking or wall structure resulting from water caused by improper installation, workmanship, maintenance or repair;
- Any Act of God, including but not limited to, flooding, hurricane, tornado, cyclone, wind, earthquake, lightning, hail etc
- Discolouration, fading, spotting or staining from or caused, in whole or in part, by mould, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), direct, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including those found in cleaners), or normal weathering (defined by natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate direct or stains);
- Casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces;
- The application of paints, stains, surface treatments or other chemical substances including but not limited to clearers or pesticides;
- Fading, flaking or other deterioration of any paints, stains or other coatings placed on the Fusion Timber Products;
- Climate change, environmental conditions, static electricity or any cause beyond the control of Fusion Timber;
- Improper handling, maintenance, storage, abuse or neglect of Fusion Timber products by the Purchaser or any other party;
- Ordinary wear and tear;
- Intentional or unintentional misuse of the Fusion Timber product, whether foreseeable or unforeseeable;
- The failure of the Purchaser to properly and/ or timely maintain or repair the Fusion Timber product;
- Impact from objects;
- Any fasteners not supplied or approved by Fusion Timber;
- Direct or indirect contact with the Fusion Timber products of extreme heat sources (over 120 degrees Celsius)
- Expenses incurred in claiming under the Warranty.
- Failure to install, care for and maintain Fusion Timber products in accordance with the Fusion Timber written instructions;
- Use of abrasive compounds of acidic or basic pH, strong solvents, oil based paints or stains, metallic rust, concrete or masonry products, air or water borne minerals and other abnormal residential deck use items will damage the Fusion Timber products and voids all warranties in their entirety.
- Direct or indirect contact with the Fusion Timber products of extreme heat sources (over 120 degrees Celsius)
- Damaging, gouging, scraping or puncturing the surface of the Fusion Timber products

In addition,

- No Warranty is given with respect to variations or changes in colour or embossing patterns of Fusion Timber products;
- Fusion Timber shall not be responsible for labour costs and expenses incurred with respect to the replacement of any defective Fusion Timber products outside of the 2-Year Labour Limited Warranty.
- Painting or applying other coating materials voids all warranties

The Purchaser and / or Purchaser's contractor or representative is solely responsible for determining the suitability of any Fusion Timber products for Purchaser's property and for the installation and use of any Fusion Timber products. Purchaser / Purchaser 's contractor or representative shall be solely responsible for determining whether the Fusion Timber product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that Urban Direct Wholesale does not provide architectural or engineering services. No implied warranty or representation is made as to the suitability of the Fusion Timber Products for, or actual performance, capabilities or operation of the Fusion Timber Products at, Purchaser's property or under the conditions of Purchaser's use.

Who is Covered by this Limited Warranty

This warranty is given to the original purchaser, residential or commercial as the case may be, of the Fusion Timber products noted below. For the purpose of the Limited Warranty, the "original purchaser" means the individual or individuals who were the owners of the real property upon which Fusion Timber product was installed.

A "residential purchaser" refers to an individual homeowner(s) using the property for private use in a residential / homeowner area; and a "commercial purchaser" refers to any purchaser other than a residential purchaser.

2- Year Limited Labour Warranty

Labour warranty will be in effect from the date of purchase, as listed on the customer's original receipt from the original place of purchase, and will expire on the same date, two (2) years later. The Purchaser will be provided with a flat labour amount of AUD \$15 per square metre of replaced material. This 2- Year Labour Warranty is not transferrable.

The granting of replacement labour cover is subject to the same General Conditions, Exclusions and Limitations as above.

Labour Warranty is specifically to assist with the installation labour costs in replacing damaged or non-conforming boards with new Fusion Timber products. Disposal of materials and the cost of permits required or obtained in connection with installing replacement products, as well as all other costs and expenses, are excluded.

Stain and Fade Limited Warranty

Stain Resistance: Fusion Timber warrants that the products named above are and will be from the date of residential consumer purchase for the term coverage stated above, resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a residential deck, provided the Fusion Timber Products were installed, cared for and maintained in accordance with the Fusion Timber written instructions, the Fusion Timber Care and Maintenance found on www.fusiontimber.com.au and the conditions stated in this Warranty.

Exclusions from / Voiding Stain and Fade Warranty Coverage: Fusion Timber does not warrant its Fusion Timber products to be stain or fade proof. When installed, cared for and maintained properly in the residential exterior deck environment, Fusion Timber products provide stain and fade resistance. However, no material is stain or fade proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV Exposure and the elements.

Without limitation on any other provision of this Limited Warranty, Fusion Timber does not warrant for stain resistance resulting from spilled or otherwise applied substances that are not properly cleaned with soap and water or mild household cleaning products immediately.