

Futurewood® Product Warranty

TERMS AND CONDITIONS APPLICABLE IN AUSTRALIA AND NEW ZEALAND

These products are to be installed and used in accordance with all safety and operating instructions. This warranty will not apply if the products are used in a manner otherwise than in accordance with the instructions.

Products covered by this warranty:

- 1) Futurewood-Smartfence®
- 2) NewTech™-CleverDeck™
- 3) NewTech™-EnviroSlat™

What the warranty covers:

- 1) Futurewood warrants its products to be free from rotting and termite damage for a period of 10 years from first consumer purchase from an authorised dealer. If the product suffers from termite damage or rotting during this period then Futurewood agrees to replace any faulty boards. The costs of labour to install the faulty boards shall be at the expense of the customer.

What the warranty does not cover:

- 1) Damage, deterioration or malfunction resulting from:
 - a) accident, misuse, negligence, fire, water, lightning, or other acts of nature, unauthorised product modification or failure to follow instructions supplied with the product;
 - b) any damage to the product due to shipment;
 - c) causes external to the product such as electric power fluctuations or failure;
 - d) use of supplies or parts not meeting our specifications;
 - e) normal wear and tear;
 - f) any other cause which does not relate to a product defect.
- 2) Damage caused to the product as a consequence of use of another manufacturer's product used in conjunction with the product.

How to get Warranty Service:

Upon becoming aware of circumstances giving rise to a claim under this warranty:

- 1) Provide Futurewood with a photograph of Termite damage or rot and proof of purchase.
- 2) Futurewood will then arrange for the Product to be inspected and make a determination as to whether any of the Product should be replaced under the terms of this warranty.

Limitation of implied warranties:

There are no warranties, expressed or implied, which extend beyond the description contained herein including the implied warranty of merchantability and fitness for a particular purpose.

Exclusion of damages:

Futurewood shall not be liable for:

- 1) Damage to other property caused by any defects in the product, damages based upon inconvenience, loss of use of the product, loss of time, loss of profits, loss of business opportunity, loss of goodwill, interference of business relationships, or other commercial loss, even if advised of the possibility of such damage.

Effective law:

This warranty is subject to the laws of the state of Victoria. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Nothing in this warranty limits or restricts, or is intended to derogate from, any right or remedy which the purchaser or ultimate user of the product may have pursuant to Australian state and/or Australian Federal Consumer Protection Legislation, New Zealand Sale of Goods Act, Consumer Guarantees Act, Fair Trading Act or any other relevant and applicable New Zealand legislation.