



NORWEST OUTDOORS LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING YOUR NORWEST OUTDOORS PRODUCT.

This warranty is issued by
Norwest Outdoors Pty Ltd (ACN 631 547 316)
3/71 Kurrajong avenue, Mount Druitt 2770
Telephone: (02) 8664 4207

Email: info@norwestoutdoors.com.au

Norwest Outdoors Pty Ltd gives the warranty set out in this document in relation to its Norwest Outdoors products. All references in this Limited Warranty to Norwest Outdoors, the entity, are references to Norwest Outdoors. Correspondence and claims regarding the warranty set out in this document must be sent in writing to Norwest Outdoors Pty Ltd at the postal or email address set out above, in accordance with the Claims Procedure below.

The Limited Product only Warranty

Norwest Outdoors warrants to the “original purchaser” of the Norwest Outdoors 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 Norwest Outdoors 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 Norwest Outdoors product was installed.

Norwest Outdoors Product Warranty Period – Residential Warranty Period – 10 Years Commercial Warranty Period – 5 Years

*Norwest Outdoors Installation Guidelines are available from your Norwest Outdoors retailer or from the official Australian website www.norwestoutdoors.com.au or by writing to Norwest outdoors at the address stated above.

In the event of a failure of the above described Norwest Outdoors 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 Norwest Outdoors, at the address above, in no event later than thirty (30) days after any discovery of a possible nonconforming nature of or other failure of the Norwest Outdoors product, the following:

- A copy of this Warranty Document;
- Proof of original Purchase*;
- Photos or other supporting evidence of the defective Norwest Outdoors product.

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

- Must be from Norwest Outdoors
- Must show:

Date of the original purchase

That sufficient Norwest Outdoors product has been purchased to cover the number of linear metres claimed to be damaged.

Upon discovering a possible defect of any Norwest Outdoors 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 Norwest Outdoors 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 Norwest Outdoors products prior to Norwest Outdoors having completed its claim investigation and, should the Purchaser violate these requirements, such violations shall serve to invalidate and terminate the Limited Warranty. No Norwest Outdoors products shall be returned to Norwest Outdoors unless directed by Norwest Outdoors, in writing, to do so. Any removal or disposal of defective Norwest Outdoors products shall be at the Purchaser's sole cost and expense.

General Conditions, Exclusions and Limitations

This warranty does not cover damages attributable to:

- Improper installation of Norwest Outdoors products;
- Failure to abide by written instructions by an authorised representative of the product – eg Norwest Outdoors;
- Failure to comply with any applicable laws or building codes, including but limited to improper structural support, fastening, ventilation or gapping;
- Use of Norwest Outdoors products beyond normal use or in an application not recommended or permitted by Norwest Outdoors's written instructions;
- Movement, distortion, collapse or settling of the ground or the supporting structure upon which Norwest Outdoors 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

Norwest Outdoors Products;

- Climate change, environmental conditions, static electricity or any cause beyond the control of Norwest Outdoors;
- Improper handling, maintenance, storage, abuse or neglect of Norwest Outdoors products by the Purchaser or any other party;
- Ordinary wear and tear;
- Intentional or unintentional misuse of the Norwest Outdoors product, whether foreseeable or unforeseeable;
- The failure of the Purchaser to properly and/ or timely maintain or repair the Norwest Outdoors product;
- Impact from objects;
- Any fasteners not supplied or approved by Norwest Outdoors;
- Direct or indirect contact with the Norwest Outdoors products of extreme heat sources (over 85 degrees Celsius)
- Expenses incurred in claiming under the Warranty.
- Failure to install, care for and maintain Norwest Outdoors products in accordance with the Norwest Outdoors 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 Norwest Outdoors products and voids all warranties in their entirety.
- Damaging, gouging, scraping or puncturing the surface of the Norwest Outdoors products

In addition,

- No Warranty is given with respect to variations or changes in colour or embossing patterns of Norwest Outdoors products;
- Norwest Outdoors shall not be responsible for labour costs and expenses incurred with respect to the replacement of any defective Norwest Outdoors products.
- 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 Norwest Outdoors products for Purchaser's property and for the installation and use of any Norwest Outdoors products. Purchaser / Purchaser 's contractor or representative shall be solely responsible for determining whether the Norwest Outdoors product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property.

Purchaser acknowledges that Norwest Outdoors does not provide architectural or engineering services. No implied warranty or representation is made as to the suitability of the Norwest Outdoors Products for, or actual performance, capabilities or operation of the Norwest Outdoors 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 Norwest Outdoors 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 Norwest Outdoors 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.

Norwest Outdoors does not warrant its Norwest Outdoors products to be stain or fade proof. When installed, cared for and maintained properly in the residential exterior deck environment, Norwest Outdoors 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, Norwest Outdoors 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.

Stain and Fade warranty is subject to the same General Conditions, Exclusions and Limitations as above.

The Claims Process for Stain and Fade warranty claims is as per the above.

The Pro Rated Limited Warranty Schedule applies to Stain and Fade Warranty claims.

The benefits provided to the consumer by the warranty are in addition to other rights and remedies available to the consumer under the law.

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 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.

The electronic version of this document is available from www.norwestoutdoors.com.au .