

WARRANTY FOR STRATCO COMPOSITE DECKING



This warranty is given by Stratco Pty Ltd (ACN 007 528 850)
PO Box 307, Enfield Plaza, South Australia 5085
125 Cavan Road, Gepps Cross South Australia 5094
Telephone: (08) 8349 5555

All other references to Stratco in this warranty refer to Stratco Holdings Pty Ltd (ACN 007 893 781) and any and all of its subsidiaries and related bodies corporate including Stratco Pty Ltd - Stratco Composite Decking Warranty

1. Warranty period

Stratco Composite Decking is carefully inspected and tested during manufacture and prior to shipment. In addition to any statutory warranties or conditions that apply under the Australian Consumer Law or the New Zealand Fair Trading Act 1986, Stratco warrants in favour of the original purchaser of its Composite Decking that the Composite Decking are free of defective workmanship and faulty materials and will operate in accordance with normal and intended use for a period of ten (10) years from the date of purchase.

2. Warranty

Stratco will, at its option, repair the Composite Decking or replace it with an identical or similar product, for any Stratco Composite Decking purchased in Australia or New Zealand which is defective during the above warranty period.

3. Exclusions from warranty

The Stratco warranty does not cover any defect or damage which may be caused or partly caused by:

- 3.1 use of the Composite Decking otherwise than in accordance with its normal and intended use;
- 3.2 failure to properly handle, store or maintain the Composite Decking;
- 3.3 failure to follow any instructions or guidelines for use or storage of the Composite Decking;
- 3.4 application of paint, varnish, enamel or any other coating or compound being applied by any person;
- 3.5 attachment of items, whether permanently or temporarily;
- 3.6 any Composite Decking that is moved after being installed;
- 3.7 any Composite Decking or associated items supplied by Stratco that have been modified other than in accordance with the Composite Decking installation instructions;
- 3.8 splitting due to fasteners being applied through the Composite Decking;
- 3.9 any Composite Decking that has been installed on unstable or unsound surfaces, on surfaces which are not level, or in such a position that allows the Composite Decking to move once installed;
- 3.10 use of the Composite Decking in conjunction with product provided by another manufacturer;
- 3.11 variations in colour, texture or patterning; or
- 3.12 fair wear and tear, any accident or act of God.

4. Cessation of warranty

The Stratco warranty will cease to apply if:

- 4.1 the Composite Decking is used in any commercial enterprise or business;
- 4.2 the Composite Decking is repaired, altered or modified without Stratco's written consent.

5. Claiming under the warranty

- 5.1 In order to make a claim under the Stratco warranty, the original purchaser must contact Stratco at any one of Stratco's retail stores together with proof of purchase and all accessories, instructions, specifications and details of other material supplied with the Composite Decking.

- 5.2 Locations of Stratco's retail stores can be obtained by contacting Stratco by:

- 5.2.1 calling the following Stratco telephone numbers:
 - 5.2.1.1 1300 185 185 for Australian residents; and
 - 5.2.1.2 (03) 338 9063 for New Zealand residents; or
- 5.2.2 visiting the following Stratco websites:
 - 5.2.2.1 stratco.com.au for Australian residents; and
 - 5.2.2.2 www.stratco.co.nz for New Zealand residents.

- 5.3 Stratco will carry out an initial examination of the Composite Decking to determine if the Composite Decking is apparently or potentially defective through no fault of the purchaser and will:

- 5.3.1 record the purchaser's contact details (including postal address, email address and telephone numbers at which the purchaser can be contacted during usual business hours) and details of the apparent defect;
- 5.3.2 carry out further examinations of the Composite Decking, if necessary to determine whether it is actually defective through no fault of the purchaser; and
- 5.3.3 notify the purchaser within a reasonable time of its determination under clause 5.3.2.

- 5.4 If Stratco determines that the Composite Decking is actually defective as provided in clause 5.3, Stratco will repair or replace the Composite Decking in accordance with the Stratco warranty.

- 5.5 Stratco will not accept any claim which is not strictly in accordance with the Stratco warranty.

- 5.6 The purchaser will be responsible for all expenses incurred in claiming under the Stratco warranty.

6. Limit on Liability

Subject to clause 7:

- 6.1 Stratco will not be liable for any warranty or representation as to the quality or otherwise of the Composite Decking unless stated above or unless expressed in writing and signed by Stratco. Any such warranty or representation will be limited to its express terms; and
- 6.2 Stratco will not be liable in any event for any loss of profits or other indirect or consequential loss arising out of any defect in the Composite Decking.

7. Application of consumer laws

- 7.1 Nothing in the above warranty or limit on liability is intended to have the effect of contracting out of any applicable provision of the Australian Consumer Law or the New Zealand Fair Trading Act 1986, except to the extent permitted by those Acts where applicable.
- 7.2 The Australian Consumer Law requires the inclusion of the following statement in any warranty in respect of goods supplied to a consumer as defined under the Australian Consumer 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 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."

8. Specifications

- 8.1 Stratco reserves the right to change the Composite Decking specifications without notice.