Warranty Australia & New Zealand

15-Year Limited Warranty: Access Lumber Ltd Limited (hereinafter "Access Lumber Ltd") warrants to the original consumer purchaser (hereinafter "Purchaser") that, for a period of fifteen (15) years from the date of original consumer purchase, under normal use and service conditions, Access Lumber Ltd's decking products (hereinafter the "Products"), shall be free from material defects in workmanship and materials, and shall not crack, split, splinter, rot or suffer structural damage.

If a defect appears within fifteen (15) years from the date of original customer purchase, Purchaser shall notify Access Lumber Ltd in writing within thirty (30) days from the discovery of the alleged defect, and, upon confirmation by an authorised Access Lumber Ltd representative of the defect, Access Lumber Ltd's sole responsibility shall be, at its option, to either replace the defective Product or refund the portion of the purchase price paid by Purchaser for such defective Product (not including the cost of its initial installation). This warranty shall not cover and Access Lumber Ltd shall not be responsible for costs and expenses incurred with respect to the removal of defective Access Lumber Ltd Products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Access Lumber Ltd Products were originally installed. To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Access Lumber Ltd, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address: Access Lumber Ltd Limited, P O Box 2358 Stoke Nelson New Zealand, Attn: Claims Dept

Access Lumber Ltd does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any Product failure, Product malfunction, or damages attributable to: (1) improper installation of Access Lumber Ltd Products and/or failure to abide by Access Lumber Ltd's installation guidelines, including but not limited to improper gapping; (2) use of Access Lumber Ltd Products beyond normal residential use, or in an application not recommended by Access Lumber Ltd's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Access Lumber Ltd Products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of Access Lumber Ltd Products; or (6) improper handling, storage, abuse or neglect of Access Lumber Ltd Products by Purchaser, the transferee or third parties. Each Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Access Lumber Ltd Products in connection with its use in any particular application.

No person or entity is authorized by Access Lumber Ltd to make and Access Lumber Ltd shall not be bound by any statement or representation as to the quality or performance of Access Lumber Ltd Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Access Lumber Ltd and Purchaser.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:
ACCESS LUMBER LTD'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL ACCESS LUMBER LTD BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. ACCESS LUMBER LTD'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, ACCESS LUMBER LTD MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE **IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE,** AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION.

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you