

ULTRA DECK

ULTRA DECK ESSENCE SERIES WARRANTY



No Oiling. No Sealing.
Ever.



Engineered
to Endure.



Warranty Backed
Performance.

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ULTRADECK ESSENCE SERIES WARRANTY
MANUFACTURER'S WARRANTY
(WARRANTY AGAINST DEFECTS)

1. AUSTRALIAN CONSUMER LAW (IF APPLICABLE)

- 1.1 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.
- 1.2 We offer this warranty in addition to your other legal rights and remedies. This warranty does not exclude, restrict or modify any condition, warranty, right or remedy implied by law, including the Australian Consumer Law which cannot be excluded, restricted or modified.

2. DEFINITIONS

- 2.1. The following terms have the following corresponding meaning:
- “Australian Consumer Law” means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.
- “Application” means either Commercial Application or Residential Application as applicable.
- “Authorised Purpose” includes, as determined by Ultradeck in their sole discretion, the following:
- (a) installation of the Product in accordance with the applicable Ultradeck Installation Guide and Ultradeck Engineering Evaluation Certificate; and or
 - (b) use of the Product in a Residential Application or a Commercial Application; and or
 - (c) compliance with Ultradeck Care & Maintenance Guide.

“Care & Maintenance Guide” means the care & maintenance procedures published by Ultradeck on Ultradeck’s website: Ultradeck.com.au

“Ultradeck” means TGM INDUSTRIES PTY LTD ACN 154 662 272 or any trading entity of Ultradeck.

“Ultradeck Engineering Evaluation Certificate” means the engineering certificate published by Ultradeck on Ultradeck’s website: www.Ultradeck.com.au

“Commercial Application” shall refer to any use of the Product in commercial enterprise and in circumstances that do not fall within the definition of Residential Application.

“Defect” means a defect in the design, the workmanship, or the materials or a failure of the whole or part of the Product.

“Defective Product” means a Product that suffers from a Defect.

“Installation Guide” means the Product installation instruction and procedures published by Ultradeck on Ultradeck’s website: www.Ultradeck.com.au

“Purchaser” means any original end user of the Product who purchased the Product for an Authorised Purpose from an authorised Ultradeck distributor.

“Product” means the product to which this Manufacturer’s Warranty is attached when originally purchased from an authorised Ultradeck distributor. “Residential Application” shall refer to the use of the Product at a natural person’s domicile and where the Product was purchased solely for personal, domestic or household use.

“Term” means a maximum period of 5 years or 10 years, as applicable, calculated from the date of purchase of the Product as stated on your receipt or invoice, subject to compliance with Ultradeck terms and this Warranty.

3. THE WARRANTY

3.1 This Warranty is not transferable; it applies only to the Purchaser that purchased the Product from the authorised Ultradeck distributor.

- 3.2 Ultradeck warrants to the Purchaser that the Product when used for an Authorised Purpose:
- 3.2.1. is of merchantable quality;
 - 3.2.2. is free from Defects;
 - 3.2.3. is fit for purpose;
 - 3.2.4. complies with legislative requirements at the time of purchase; and
 - 3.2.5. shall not split, rot, splinter or suffer structural damage from termites.
- (Hereafter collectively referred to as the “Warranty”).
- 3.3. The Warranty commences on the date that the Purchaser purchases the Product and expires on the following corresponding date:
- 3.3.1. Five (5) calendar years from the date of original purchase by a Purchaser of the Product used in a Commercial Application; or
 - 3.3.2. Ten (10) calendar years from the date of purchase by a Purchaser of the Product used in a Residential Application.
- (Hereafter collectively referred to as the “Warranty Period”).
- 3.4. Ultradeck, acting reasonably, will determine whether the Product was used in a Residential Application or Commercial Application having regard to the Claim.
4. WARRANTY CLAIM PROCEDURE
- 4.1. During the Warranty Period, the Purchaser must provide written notification together with supporting documents to Ultradeck within 30 days from the Purchaser discovering the Defect (“Notice”).
 - 4.2. The Notice must include:
 - 4.2.1. details with respect to the application of the Product;
 - 4.2.2. a clear description of the alleged Defect;
 - 4.2.3. photographs of the alleged Defect;
 - 4.2.4. quantity of the Product claimed to be defective; and
 - 4.2.5. proof of original receipt (or other evidence displaying the date of purchase, with such further evidence to be to the reasonable satisfaction of Ultradeck).
- (Hereafter collectively referred to as a “Claim”).
- 4.3. Upon receipt of the Claim, Ultradeck will contact the Purchaser as soon as practically possible to investigate the Claim, where Ultradeck will seek to establish the cause of the Claim.
- 4.4. If a Defect is found, Ultradeck may, at its sole discretion, repair or replace any Defective Product or part thereof of a Defective Product. If an identical part or component is not available, Ultradeck may repair or replace with parts and components of similar quality, grade and composition.
- 4.5. In addition to the rights of Ultradeck in clause 4.4 of this Warranty, Ultradeck may, at its sole discretion, elect to refund all or part of the purchase price paid by Purchaser for the Defective Product.
5. LIMITATIONS AND EXCLUSIONS TO WARRANTY
- 5.1. Where a Defect arises due to mould or mildew, the Warranty Period is limited to two (2) years from the Date of Purchase, irrespective of any other provision in this Warranty.
 - 5.2. This warranty does not cover installation and or use of the Product for any purpose that is not an Authorised Purpose.
 - 5.3. For the purpose of this Warranty, the following matters are excluded from the definition of a Defect:
 - 5.3.1. improper installation, maintenance or handling of the Product and/or failure to abide by Ultradeck’s installation or maintenance guidelines, including but not limited to improper gapping;
 - 5.3.2. use of the Product in an application not recommended by Ultradeck’s guidelines

- 5.3.3. movement, distortion, collapse or settling of the ground or the supporting structure on which the product is installed;
- 5.3.4. any act of God (including flooding, earthquake, lightning and any other naturally occurring environmental or other disaster);
- 5.3.5. staining from foreign substances (including mould, mildew, dirt, grease, oil and any other substance);
- 5.3.6. improper storage, abuse or neglect of the Product by Purchaser;
- 5.3.7. overloading;
- 5.3.8. ordinary wear and tear (including natural occurring change of colour associated with time and or exposure to natural elements);
- 5.3.9. minor splits or cracking around screws;
- 5.3.10. any natural colour variance in the Product(s);
- 5.3.11. any cutting of the Product that compromises the structural integrity of the Product; or
- 5.3.12. using the Product beyond the capabilities associated with the applicable Australian Standard.
- 5.4. This Warranty does not extend to cover:
 - 5.4.1. costs associated to remove any Defective Product from the Purchaser's premises, or the location of the Product;
 - 5.4.2. any charges incurred by the Purchaser in returning any defective product to Ultradeck or in notifying Ultradeck of the alleged defective product;
 - 5.4.3. costs associated with installing any replacement product;
 - 5.4.4. costs associated with making a claim under this Warranty, including costs such as postage and handling; and
 - 5.4.5. any other reasonably foreseeable costs incurred.

- 5.5. Ultradeck board dimensions and colour are subject to normal manufacturing variations and tolerances. Reasonable variances, as determined by Ultradeck, in Product dimensions and colour are not considered a defect under this Warranty and are specifically excluded. Due care should be taken when installing Ultradeck Products to allow for such variance.
- 6. GENERAL CONDITIONS
 - 6.1. Ultradeck or any of its affiliated employees or agents will not be liable for any direct, indirect, special or consequential loss or damage arising out of the use of, or handling of any Ultradeck Product whatsoever, including any direct, indirect, special or consequential loss or damage suffered as a result of the negligence of Ultradeck, except those which cannot be excluded by law.
- 7. SEVERABILITY
 - 7.1. If any term of this Warranty is held to be illegal, void or unenforceable in a jurisdiction, then:
 - 7.1.1. where the term can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the extent necessary to achieve that result and
 - 7.1.2. in any other case the term must be severed from this Warranty for that jurisdiction in which event the remaining terms operate as if the severed provision had not been included.

8. CONTACT INFORMATION

8.1 Ultradeck can be contacted at:

Business address: 20 Dulwich st
Loganholme QLD
Australia 4129

Phone: 1300 850 664
sales@ultradeck.com.au



