



# POLIWOOD LIMITED WARRANTY

## WARRANTY AGAINST DEFECTS

Please read and understand this warranty information prior to purchasing or installing any Poliwood products.

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.

The rights and obligations afforded to you in this warranty are in addition to any rights and remedies available under Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any Australian State or Federal legislation applicable to the supply of goods which cannot be excluded, restricted or modified.

This warranty is issued by either

**Build Wholesale Group Pty Ltd** ("the Company")

ABN:71 626 550 043

**Poliwood Queensland Pty Ltd** ("the Company")

ABN:39 647 106 527

PO Box 266, Chadstone Centre, Victoria 3148

Email: [info@poliwood.com.au](mailto:info@poliwood.com.au)

Phone: 03 9084 7426

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

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

## Pro-Rated Warranty Schedule

### RESIDENTIAL

Recovery	25 Year Residential
100%	0 – 5 years
75%	6 – 10 years
50%	11 - 15 years
25%	16 - 20 years
10%	21 – 25 years

### COMMERCIAL

Recovery	7 Year Commercial
100%	0 – 2 years
75%	3 years
50%	4 years
25%	5 years
10%	6 – 7 years

### The Limited Warranty

The Company warrants to the “original purchaser” of the Poliwood products noted below will remain free from material manufacturing defects and will not:

- splinter;
- delaminate;
- rot; or
- suffer termite damage and fungal decay

in the following conditions:

- a. under normal and proper service conditions,
- b. when installed according to the [Poliwood Installation Guidelines](#)\*
- a. when used and maintained in an above-ground application and

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 Poliwood product was installed.

Poliwood Product	Warranty Period Residential	Warranty Period Commercial
Poliwood Composite Boards	25 years	7 years
Poliwood 5mm Plastic Fixings Clip	25 years	7 years
Poliwood 1mm Metal Fixing Clip	25 years	7 years
Poliwood Metal Starter Clip	25 years	7 years
Poliwood Metal Finishing Clip	25 years	7 years

\*Poliwood Installation Guidelines are available from your Poliwood distributor, your installer or from the official Australian website [www.poliwood.com.au](http://www.poliwood.com.au) or by writing to the Company at the address stated above.

In the event of a failure of the above described Poliwood 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.

## General Conditions, Exclusions and Limitations

This warranty does not cover damages attributable to:

- Improper installation of Poliwood products;
- Failure to abide by written instructions by an authorised representative of the product – eg an authorised reseller, or the Company;
- Failure to comply with any applicable laws or building codes, including but limited to improper structural support, fastening, ventilation or gapping;
- Use of Poliwood products beyond normal use or in an application not recommended or permitted by Poliwood's written instructions;
- Movement, distortion, collapse or settling of the ground or the supporting structure upon which Poliwood 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.
- Discoloration, 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 cleaners or pesticides;
- Fading, flaking or other deterioration of any paints, stains or other coatings placed on the Poliwood products;
- Climate change, environmental conditions, static electricity or any cause beyond the control of Poliwood;
- Improper handling, maintenance, storage, abuse or neglect of Poliwood products by the Purchaser or any other party;
- Ordinary wear and tear;
- Intentional or unintentional misuse of the Poliwood product, whether foreseeable or unforeseeable;
- The failure of the Purchaser to properly and/or timely maintain or repair the Poliwood product;
- Impact from objects;
- Any fasteners not supplied or approved by the Company;
- Direct or indirect contact with the Poliwood products of extreme heat sources (over 120°C);
- Expenses incurred in claiming under the Warranty;
- Failure to install, care for and maintain Poliwood products in accordance with the [Poliwood](#) 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 Poliwood products and voids all warranties in their entirety;
- Damaging, gouging, scraping or puncturing the surface of the Poliwood products.

In addition,

- No Warranty is given with respect to variations or changes in colour or embossing patterns of Poliwood products;
- The Company shall not be responsible for labour costs and expenses incurred with respect to the removal and/or replacement of any defective Poliwood products;
- Painting or applying other coating materials voids all warranties.

Poliwood board dimensions are subject to normal manufacturing variations and tolerances. Reasonable variances in board dimensions are not considered a product fault and due care should be taken when installing to allow for these.

The Purchaser or Purchaser's contractor or representative is solely responsible for determining the suitability of any Poliwood products for Purchaser's property and for the installation and use of any Poliwood products. Purchaser/Purchaser's contractor or representative shall be solely responsible for determining whether the Poliwood product meets the requirements of any applicable building or safety code or similar regulation relating to Purchaser's property. Purchaser acknowledges that the Company does not provide architectural or engineering services. No implied warranty or representation is made as to the suitability of the Poliwood products for, or actual performance, capabilities or operation of the Poliwood products at, Purchaser's property or under the conditions of Purchaser's use.

It is the sole responsibility of the Purchaser and / or Purchaser's to ensure the product is fit for purpose and understand structural standard before installing any Poliwood products. Information given on the [Poliwood website](#) is a guide only. Test result data shown on the [Poliwood website](#) should be the only method to understand the structural capabilities of the product.

The Company 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 Poliwood product whatsoever, including any direct, indirect, special or consequential loss or damage suffered as a result of the negligence of Poliwood, except those which cannot be excluded by law.

### **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 Poliwood 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 Poliwood 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.

### **Stain and Fade Limited Warranty**

Stain Resistance: The Company warrants that the Poliwood products named above are and will be from the date of residential consumer purchase for the term coverage stated above resistant to permanent staining resulting from spills of food and beverage items that would typically be present on a residential deck, provided the Poliwood products were installed, cared for and maintained in accordance with the [Poliwood Care and Maintenance](#) written instructions and the conditions stated in this Warranty. The Company does not cover any stain or discoloration caused by tree sap or any plant material. When used around Pools when chemicals are used can cause the Poliwood products to change in appearance over time.

**Fade Resistance:** The Company warrants that the Poliwood products named above are and will be from the date of residential consumer purchase for the term coverage stated above, resistant to colour change from light and weathering exposure as measured by colour change in excess of 10 Delta E (Hunter) units provided that the Poliwood products were installed, cared for and maintained in accordance with the [Poliwood Care and Maintenance](#) written instructions and the conditions stated in this Warranty.

**Exclusions from/voiding Stain and Fade Warranty Coverage:** The Company does not warrant its Poliwood products to be stain or fade proof, all Poliwood products will fade at a rate and will never stay the same colour as when originally purchased/installed. When installed, cared for and maintained properly in the residential exterior deck environment, Poliwood 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, the Company 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 above applies to Stain and Fade Warranty claims.

### **Claims Procedure**

In order to proceed with a Warranty claim the Purchaser must send to the Company, at the address above, in no event later than thirty (30) days after any discovery of a possible non- conforming nature of or other failure of the Poliwood product, the following:

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

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

- Must be from an authorised Poliwood product dealer
- Must show:
  - b. Date of the original purchase
  - c. That enough Poliwood product has been purchased to cover the number of linear metres claimed to be damaged.

The electronic version of this document is available from [www.poliwood.com.au](http://www.poliwood.com.au)  
This warranty shall only be applicable and enforceable in Australia.