

# ULTIM8<sup>®</sup> DECKING

## THE PREMIUM DECKING SOLUTION

### Manufacturer's Limited Warranty

MCX Group Pty Ltd.  
Ph: +613 9982 4456  
Email: [info@mcxmaterials.com](mailto:info@mcxmaterials.com)

Australia:  
18/3 Westside Avenue,  
Port Melbourne, Victoria,  
Australia, 3207

**MCX**  
**GROUP**

## Manufacturer's Limited Warranty (Warranty Against Defects)

### DEFINITIONS

"Purchaser" means any end user of the Products who purchased the Products for Residential Purposes.

"Product" means the product to which this Manufacturer's Warranty is attached. "Term" means the period of time stated on the label or packaging for that particular Product from the date of purchase from MCX or any Authorised Distributor. "Residential Purposes" means installation and use of the Product at residential premises in Australia.

Please refer to the following details regarding MCX Group Pty Ltd ("MCX") warranty against defects. Subject to this warranty and the Warranty Claim Procedure, MCX warrants this product to be free of manufacturing or material defect for a term of twenty five (25) years from the time of purchase. 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 benefits of 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 State or Federal legislation applicable to the supply of goods and services, which cannot be excluded, restricted or modified.

### WARRANTY

1. MCX will replace any defective product free of charge in the event that:

- a. The product is used for Residential Purposes only, and;
- b. The defect does not arise from:

- i. Improper installation, maintenance or handling of the product and/or failure to abide by the MCX installation or maintenance guidelines, including but not limited to improper gapping;
- ii. Use of the product contrary to local building regulations;
- iii. Movement, distortion, collapse or settling of the ground or the supporting structure on which the product is installed;
- iv. Any act of God (including flooding, earthquake, lightning and any other naturally occurring environmental or other disaster);
- v. Staining from foreign substances (including dirt, grease, oil and any other substance);
- vi. Normal expected exposure to natural elements, including but not limited to mildew or mould;
- vii. Gradual discolouration (including fading and staining);
- viii. Ordinary wear and tear;
- ix. Minor splits or cracking around screws

2. Where a defect in a product arises due to mould or mildew, the term of the warranty will be limited to five (5) years irrespective of any previous warranty, but not excluding any warranty under the Australian Consumer Law.

3. This warranty is not transferable; it applies only to the consumer that purchased the product from the retailer or manufacturer ("Purchaser").

4. MCX reserves the right to replace defective parts of the product with parts and components of similar quality, grade and composition where an identical part or component is not available.

## **WARRANTY CLAIM**

**PROCEDURE** In order to claim a warranty on any of MCX's products you must follow the procedure outlined below:

5. Send written notification to the place of purchase within 30 days from the discovery of the alleged defect, including the following details:
  - a. A clear description of the alleged defect;
  - b. Photographs of the alleged defect;
  - c. Quantity claimed to be defective;
  - d. Proof of original receipt (or other evidence displaying the date of purchase which MCX is reasonably satisfied with).
6. Upon receipt of this information MCX will work with the purchaser or the distributor to investigate the claim. Any and all investigations will seek to establish the cause of the claim in a timely manner.
7. At any time in the investigation MCX may request the assistance of engineers, scientists or any other party MCX deems appropriate to verify the claim. If the claim is proven, MCX, at its discretion will repair or replace the product on a case-by-case basis or alternatively provide a refund for the quantity found to be defective.

## **WARRANTY EXCLUSIONS**

8. This warranty against manufacturing defects does not extend to cover:
  - a. Costs associated to remove the defective product from the purchases premises or the location of the product;
  - b. Any charges incurred by the Purchaser in returning any defective product to MCX or in notifying MCX of the alleged defective product;
  - c. Costs associated to installing any replacement product;
  - d. Costs associated with making a warranty claim, including costs such as postage and handling;
  - e. Any other reasonably foreseeable costs incurred.
9. ULTIM8 Composite Decking is made by combining wood and recycled plastics (HDPE). Whilst every care is taken to ensure consistency, natural and immaterial variances will occur from one board to the other in appearance and performance. Natural and immaterial variances are not a fault of the product and, accordingly, no warranty is provided in respect of any such variation.
10. MCX or any of its affiliated employees or agents will not be liable for any special, indirect or consequential loss or damage arising out of the use of, or handling of any MCX product whatsoever, including any special, indirect or consequential loss or damage suffered as a result of the negligence of MCX, except those which cannot be excluded under the Australian Consumer Law or applicable State, Territory or Federal laws.

### **Contact MCX Group Pty Ltd:**

18/3 Westside Avenue, Port Melbourne, Victoria, Australia, 3207  
Phone: +61 3 9982 4456  
Email: [info@mcxmaterials.com](mailto:info@mcxmaterials.com)