



AVK Trading Pty Ltd Manufacturer's Warranty (Warranty Against Defects)

"Fusionwood Decking" is distributed by AVK Trading Pty Ltd ABN 98 635 252 863.

DEFINITIONS

"Purchaser" means the original legal owner of the premises upon which the Product is installed.

"Purchaser" means the end user of the Product who purchased the Product.

"Product" means the product purchased by the Purchaser 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 AVK Trading or any Authorised Distributor.

"Australian Consumer Law" means Schedule 2 to the Competition and Consumer Act 2010.

"Major Defect" means a defect that relates to a safety defect as that term is defined by the Australian Consumer Law.

WARRANTY

Please refer to the following regarding Fusionwood Decking warranty against defects provided by AVK Trading Pty Ltd ("AVK Trading").

Subject to this warranty and the Warranty Claim Procedure, AVK Trading warrants this product to be free of manufacturing or material defect for a term of fifteen (15) years for residential purposes and ten (10) years for commercial purposes from the time of purchase.

The Purchaser must inform AVK Trading of the alleged defect as soon as possible in accordance with the Warranty Claim Procedure.

If AVK Trading identifies that a major structural defect exists, AVK Trading at its discretion may provide the Purchaser with a replacement or refund or compensation for any other reasonably foreseeable loss or damage.

If AVK Trading identifies a defect, which is not considered major structural defect, at its discretion AVK Trading may provide the Purchaser with an offer to replace or repair the product.

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.

1. AVK Trading will replace any defective product in the event that:
 - a. The product is used for its intended purpose
 - b. The defect does not arise from or exist if AVK Trading determine that the defect was caused or exacerbated by:
 - i. The Purchaser using the Product beyond the capabilities associated with the applicable Australian Standard;
 - ii. Improper installation, maintenance or handling of the Product and/or failure to abide by AVK Trading's installation or maintenance guidelines, including but not limited to improper gapping;
 - iii. Use of the Product contrary to Australian building regulations
 - iv. Movement, distortion, collapse or settling of the foundation or the supporting structure on which the Product is installed;
 - v. Any act of God (including flooding, earthquake, lightning and any other naturally occurring environmental or other disaster);
 - vi. Staining from foreign substances (including dirt, grease, oil and any other substance);
 - vii. Normal expected exposure to natural elements, including but not limited to mildew or mould;
 - viii. Gradual discolouration (including fading and staining);
 - ix. Ordinary wear and tear;
 - x. Minor splits or cracking around screws;
 - xi. Minor scratches that can be repaired by sanding.

2. Where a defect in a product arises due to mould or mildew, the term of the warranty will be limited to 2 (two) years irrespective of any previous warranty but not excluding any implied under the Australian Consumer Law.
3. This warranty is not transferable; it applies only to the Purchaser.
4. If AVK Trading selects to replace any part of the Product, AVK Trading reserves the right to replace 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 under this Manufacturer's Warranty, the Purchaser must follow the process outlined below:

5. The Purchaser must send written notification to AVK Trading within 30 (thirty) days from the alleged defect and needs to include the following:
 - a. A clear description of the alleged defect;
 - b. Photographs of the alleged defect;
 - c. Total proportion of the Product claimed to be defective;
 - d. Proof of original receipt (or other evidence displaying the date of purchase which AVK Trading is reasonably satisfied with).
6. Upon receipt of this information, AVK Trading will contact the Purchaser to investigate the alleged claim. Any and all investigations will seek to establish whether a Product defect exists.
7. At any time during the investigation, AVK Trading may request the assistance of experts including engineers, scientists, building and construction experts to verify if a defect exists
8. After conducting the investigation, the Purchaser will be notified in writing on whether or not a defect exists and any potential remedy to that defect as determined by AVK Trading that is applicable in the particular circumstances.

WARRANTY EXCLUSIONS

9. The warranty against manufacturing defects does not extend to cover:

- a. Cost(s) associated to remove the defective Product from the premises;
- b. Cost(s) or charge(s) incurred by the Purchaser in returning any defective Product to AVK Trading or in notifying AVK Trading of the alleged defective Product;
- c. Cost(s) associated to install any replacement Product;
- d. Cost(s) associated with making a warranty claim including costs such as postage and handling
- e. Any other reasonably foreseeable costs incurred

PRODUCT EXCLUSIONS

10. Fusionwood decking is made by combining reclaimed timber with recycled plastics including high density polyethylene.
11. Whilst every care is taken to ensure consistency in all Products, natural and immaterial variances can occur from one board to the other
12. Natural and immaterial variances in any Product are not a defect of the Product and are not a defect under this Manufacturer's Warranty and are specifically excluded.
13. Product dimensions are subject to normal manufacturing variations and tolerances. Reasonable variances in Product dimensions are not considered a defect and under this Manufacturer's Warranty and are specifically excluded.

FUSIONWOOD EXCLUSIONS

14. AVK Trading 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 Fusionwood Product whatsoever, including any special, indirect or consequential loss or damage suffered as a result of the negligence of AVK Trading, except those which cannot be excluded under the Australian Consumer Law or applicable State, Territory or Federal laws.

CONTACT DETAILS

AVK Trading Pty Ltd
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