

## WARRANTY

### Limited [domestic/commercial] warranty

ModWood Technologies Pty Ltd gives the warranty set out in this document in relation to its ModWood products.

This warranty is issued by:

**ModWood Technologies Pty Ltd** (ACN 094 868 201)

5 Jessica Road Campbellfield Vic 3061

Telephone: (03) 9357 8866

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

Facsimile: (03) 9357 6755

Correspondence and claims regarding the warranty set out in this document must be sent in writing to ModWood Technologies at the postal, facsimile or email address set out above

If ModWood:

- rots;
- warps\*;
- cracks;
- splits;
- splinters;
- suffers structural damage from termites; or
- contains material defects in materials or workmanship,

within [**10/7 years**] after it is purchased ("**Warranty Period**") **then** we will at our option either replace the affected product, or refund the amount paid for the affected product to the owner of the premises in which the defective ModWood is used **if**:

1. it was installed and used (product has been used/installed as per what the product has been described to be used for, as stated on the web site) in accordance with our instructions in a [**domestic/non-domestic**] application; and
2. within the Warranty Period the owner of the premises provides evidence of the defect, the quantity of ModWood affected by the defect and a receipt for the purchase of the defective ModWood or evidence of the age of the defective ModWood which establishes the age of the defective ModWood to our satisfaction, **except** in the circumstances set out below. Where ModWood is replaced under this warranty the replacement ModWood will be covered by this warranty for the remainder of the term of this warranty.

Please note:- Due to the moisture normalisation of the wood-fibres in the product, ModWood Mini board (screening) can in some circumstances show slight deflection between the uprights.

P.T.O.



***This warranty does not cover:***

- fair wear and tear, scratching, fading, staining, mould, mildew or minor splits or cracks around screws or nails;
- Splits propagating within the vicinity of fasteners. These are not recognised as a product fault, and will not be covered by ModWood Technology's warranty;
- damage caused by any natural event or disaster (such as fire, flooding, earthquakes, lightning or storms) or as a consequence of movement or collapse of the structure to which the ModWood is affixed;
- variations in embossing patterns;
- variations in colour (Natural Grain Collection is designed to have colour variation);
- small bubbles/blemishes on board surface;
- expenses incurred in claiming under the warranty;
- damage which is caused intentionally, recklessly or negligently (for example damage caused by spilling solvents on the ModWood or dropping or storing heavy objects on the ModWood) or
- **LABOUR OR FREIGHT INCLUDING COSTS ASSOCIATED WITH REMOVING THE DEFECTIVE MODWOOD OR REPLACING IT**

The benefits in this warranty are additional to other rights and remedies that a consumer has under laws in relation to the goods to which this warranty relates. In particular please note that the Australian Consumer Law came into effect on 1 January 2011.

Please see below a notice in relation to rights under that law applying from that date.

## 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. ##

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*This online document is available at:*  
[www.modwood.com.au/terms-and-conditions](http://www.modwood.com.au/terms-and-conditions).