

## **BRITE COMPOSITE DECKING – WARRANTY TERMS AND CONDITIONS**

### **In this warranty – “Brite Decking” refers to:**

Brite Decking (Pty) Ltd

33 Liverpool Road, Ashfield 2131 NSW

ABN: 68617566837

The Extended and Manufacturing warranty for Brite Decking (Pty) Ltd products outlined below are offered to the original purchaser and are therefore not transferable. If a builder/tradesman makes the purchase of the products the first subsequent user of the product will be covered under the warranty.

### **Brite Decking Limited Extended Warranty**

From the date of purchase, Brite Decking warrants that Brite Decking products are resistant to cracking, splitting, rotting, flaking, splinters or peeling, water and moisture and to termites from the date of purchase. This period for this warranty is outlined below:

- **Next Gen Titanium:** 30 Years for Residential application & 15 Years for Commercial Application
- **XS Solid, Old Boat and Classic Hollow Boards:** 15 Years for Residential application and 10 Years for Residential Application
- **Eco-Budget and Synwood Range:** 10 Years for Residential Application

### **12 month Manufacturer Warranty**

1. Brite Decking Pty Ltd warrants that the products supplied are free from manufacturing defects for a period of 12 months from the date of purchase.
2. The warranty will only apply if the product is installed, used and maintained in accordance with the relevant Brite literature which is current at the time of installation. This Brite literature can be obtained online at [britedecking.com.au](http://britedecking.com.au), email via [sales@britedecking.com.au](mailto:sales@britedecking.com.au) or via phone on 1300 481 664.
3. The warranty will only apply in instances where the product use is in compliance with all relevant provision of the Building Code of Australia as well as applicable regulations and standards throughout the various states in Australia.
4. If a valid claim is made under this warranty Brite Decking (Pty) Ltd will (at Brite’s discretion) supply a replacement product. Please note that replacement products may not be available in the future and will depend on the manufactured stock at the time of the claim under the warranty. Upon provision of replacement products where applicable, Brite will provide replacement products from its then current range which are as close in nature to the original products as reasonably possible in satisfaction of its obligations under this warranty. There may be a slight colour variation between the original and any replacement products due to the effects of weathering and variations in materials over time.

The table below shows the percentage of the initial purchase price that can be claimed by the customer under our Limited Extended Warranty:

## SOLID XS - OLD BOAT - NEXT GEN TITANIUM - CLASSIC 150 - URBAN ECO BUDGET RANGE



Residential Use				
Years of Use	NextGen Titanium	Solid XS 150 / Old Boat	Classic 150	Urban Eco Range
1	Manufacturer Warranty	Manufacturer Warranty	Manufacturer Warranty	Manufacturer Warranty
2 to 4	80%	70%	70%	70%
4 to 5	70%	60%	60%	40%
5 to 7	60%	40%	40%	20%
7 to 10	30%	30%	30%	10%
10 to 15	20%	20%	20%	NA
15 to 30	10%	NA	NA	NA

Commercial Use			
Years of Use	NextGen Titanium	Solid XS 150 / Old Boat	Classic 150
1	Manufacturer Warranty	Manufacturer Warranty	Manufacturer Warranty
2 to 4	80%	70%	70%
4 to 5	60%	50%	50%
5 to 7	50%	30%	30%
7 to 10	20%	10%	10%
10 to 15	10%	NA	NA

### Limitations of the Warranty

- Any manufacturing faults or surface defects which relate to the appearance of the Brite products must be identified by the consumer or the installer/builder prior to installation of the product. Manufacturing defects include but are not limited to issues such as colour, finish of the products or any blemishes, scrapes or surface defects. Brite Decking will not be liable for claims that would have been apparent prior to installation.
- Brite Decking products come with technology that assists with limiting the fading of its products however no material is fade proof when exposed to UV exposure and the elements. Any indented grain finish will typically become less evident over the first 6-8 weeks of the board being laid. Thereafter, the indentation will gradually reduce. Brite Decking

would not be liable for the natural fading of the products which cannot be protected against.

- Brite Decking will not be liable for any claims resulting from a non-compliance with the current Building Code of Australia regulations and standards relevant at the time of installation. Please seek local council regulations as any losses resulting from non-compliance with any council regulations are not covered under the warranty.
- Brite Decking will not be liable for the actions of a third party which may cause defects to the products manufactured by Brite Decking Pty Ltd. Any potential losses or damages that arise as a result of any third party's actions will be borne by the consumer.
- The warranty does not cover any errors in product selection as this is the responsibility of the customer and it is up to the customer to ensure that the products that are purchased align with their intended use.
- Brite Decking products come with technology that assists with limiting the fading of its products however no material is fade proof when exposed to UV exposure and the elements. Any indented grain finish will typically become less evident over the first 6-8 weeks of the board being laid. Thereafter, the indentation will gradually reduce.
- It should be noted however that fading of the products is a natural process which could potentially impact the products as no material could be completely fade proof. Thus, Brite Decking would not be liable for the natural fading of the products which cannot be protected against.
- Brite Decking will not be liable for natural variations between product panels that are naturally part of the manufacturing process or aesthetic variations which upon reasonable inspections would have been apparent prior to installation.
- Brite Decking will not be liable for issues resulting from usage of the product in applications not recommended by Brite.

10. Brite Decking will not be liable for any losses or damages that may be experienced such as personal injury, property damage etc.
11. Any claims of defects resulting from the transportation of the product by Brite Decking must be made within 24 hours of receipt of the product.
12. Brite Decking will not be liable for any defects caused by the application of coating that is not recommended by Brite Decking.
2. Damage to Brite products caused by acts of God which include but not limited to storms, tempest, flooding, earthquakes or any other unusual or extreme weather conditions that may occur.
3. Damages or defects that may arise as a result of air pollution or exposure to natural weather occurrences such as prolonged sunlight and other conditions which could cause surface defects to the products and thus cannot be possibly protected against.
4. Surface defects such as minor blemishes as well as surface defects caused by the growth of bacteria, fungi, mildew, mould, or any other organism which could naturally form and could occur due to lack of maintenance.
5. Variations in relation to the colour of different stock or batches of production as well as variations in embossing patterns that may be apparent.
6. Improper storage of any products manufactured by Brite Decking. This includes storage and/or usage of the product at extreme temperature ranges.

#### How to make a claim under this Product Warranty:

1. Lodge a written claim within 72 hours of the defect becoming apparent to [sales@brite decking.com.au](mailto:sales@brite decking.com.au)
2. Provide proof of purchase
3. Provide visual documentation of fault via photo and/or video
4. Upon receiving your claim, Brite Decking will send an authorised representative to inspect the product and will require access to the area in question.

#### Exclusions of the Warranty

There are some exclusions to the manufacturer warranty provided by Brite Decking Pty Ltd. These exclusions which the warranty does not cover include:

1. Costs in relation to rectification work other than the supply of new and/or replacement materials. This also includes any losses experienced by poor workmanship or incorrect installation which subsequently causes damage to the Brite products. Please note that Brite Decking will not be liable for any labour costs involved in removing or replacing a defective Brite Decking product.

#### - Additional Disclaimers

1. The warranty provided by Brite Decking Pty Ltd applies to the fullest extent permitted by the law along with compliance with guarantees under the Australian Consumer Law.
2. Brite Decking has the right to modify the terms of its warranty without notice as well as having the rights to modify its product offerings. Thus, any replacement products in future claims would include the provision of products which are as close to the original product as possible.

SOLID XS - OLD BOAT - NEXT GEN TITANIUM - CLASSIC 150 - URBAN ECO BUDGET RANGE



**Notice regarding Australian Consumer Law – Consumer Guarantees**

If you acquire goods that are manufactured by Brite Decking (Pty) Ltd, under the Australian Consumer Law the goods will come with consumer guarantees that cannot be excluded. As a consumer you will be entitled to a replacement or refund for a major failure and compensation for any reasonably foreseeable loss or damage under the law. You will also be entitled to have the purchased goods replaced if the product manufactured by Brite fails to be of acceptable quality and subsequently would not be considered a major failure.