



# Product Warranty

StabiWood Limited (StabiWood™) is pleased to warrant to the original purchaser (Purchaser) that, for a period of ten (10) years from the date of original consumer purchase, under normal use and service conditions, StabiWood™ fences and decks shall be free from material defects in workmanship and materials, and shall not crack, split, splinter, rot or suffer structural damage.

## Conditions and Limitations of Warranty

StabiWood™ does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any Product failure, Product malfunction, or damages attributable to: (1) improper installation of StabiWood™ Products and/or failure to abide by StabiWood™ installation guidelines, including but not limited to improper gapping; (2) use of StabiWood™ Products beyond normal residential use, or in an application not recommended by StabiWood™ guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which StabiWood™ Products are installed; (4) any act of God (such as flooding, hurricane, lightning, etc.), environmental condition (such as air pollution, mould, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in colour of StabiWood™ Products; or (6) improper handling, storage, abuse or neglect of StabiWood™ Products by Purchaser, the transferee or third parties. Each Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the StabiWood™ Products in connection with its use in any particular application.

No person or entity is authorised by StabiWood™ to make and StabiWood™ shall not be bound by any statement or representation as to the quality or performance of StabiWood™ Products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by StabiWood™ and Purchaser.

## Limitation of Liability

StabiWood™ liabilities are limited solely and exclusively to the obligations specifically undertaken herein, and under no circumstances will StabiWood™ be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of

mandatory application. StabiWood™ liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as described above. Where local law does not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply. This warranty gives the purchaser specific legal rights.

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party is authorised to make any warranty in addition to that made in this agreement.

### **Procedure for Making a Warranty Claim**

If a defect appears within the periods from the date of original customer purchase, the Purchaser shall notify StabiWood™ in writing within thirty (30) days from the discovery of the alleged defect, and, upon confirmation by an authorised StabiWood™ representative of the defect, StabiWood™ sole responsibility shall be, at its option, to either replace the defective Product or Refund for such defective Product (not including the cost of its initial installation). This warranty shall not cover, and StabiWood™ shall not be responsible for, costs and expenses incurred with respect to the removal of defective StabiWood™ products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY. This warranty may not be transferred to a subsequent buyer of the property upon which the StabiWood™ products were originally installed. To make a claim under this limited warranty, the Purchaser shall send to StabiWood™, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address: StabiWood Ltd, 153 Hill Road, Belmont, Lower Hutt

### **Disclaimer of Warranties**

Except for the express written warranty contained herein and as permitted by law, StabiWood™ makes no other warranties, guarantees or indemnities, whether express or implied, course of dealing, usage of trade, custom or otherwise, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction.

Nothing in this document shall exclude or modify any legal rights a customer may have under the Consumer Guarantees Act 1993 or otherwise which cannot be excluded or modified at law.

StabiWood Ltd

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