



DeckSTAR® Warranty

DeckSTAR™
ENGINEERED TIMBER PRODUCTS



WARRANTY

JLM Timber Pty. Ltd. (hereinafter "JLM") warrants to the original consumer purchaser (hereinafter "Purchaser"), that all decking products, under normal use and service conditions, shall be free from defects, in workmanship and materials.

All decking products shall be "fit for purpose".

If a defect appears within 7 years, Purchaser shall notify JLM in writing and, upon confirmation by an authorized JLM representative of the defect, JLM's sole responsibility shall be, at its option, to either replace the defective product, or refund the portion of the purchase price paid by the original purchaser for such defective product, (not including the cost of its initial installation). This warranty shall not cover and JLM shall not be responsible for costs and expenses incurred with respect to the removal of defective DeckSTAR® decking or the installation of replacement materials, including but not limited to, labor and freight. The foregoing remedies are the sole and exclusive remedy for breach of any warranty.

This warranty is limited to the original purchaser, and is non – transferable.

To make a claim under this "fit for purpose" warranty, the purchaser shall send to JLM, a description of the claimed defect and proof of purchase.

JLM does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure or damages attributable to:

- 1) Improper installation or failure to abide by building code installation regulations,
- 2) Movement, distortion, collapse or settling of ground or the supporting structures upon which DeckSTAR® products are installed.
- 3) Any act of God (such as flooding hurricane or earthquake etc. extreme environmental conditions, or staining from foreign substances (such as oil, grease etc.)
- 4) Improper handling, storage abuse or neglect of DeckSTAR® products by purchaser and the transferee of third parties.
- 5) Any splitting, distortion, failure of joints, or any other "coming apart" defect due to nail-gun installation.
Each purchaser is solely responsible for determining the effectiveness, fitness and suitability and safety of DeckSTAR® products in connection with its use in any particular application.

Exhaustive field tests have been carried out on the suitability of nail-gun usage on these products. Whilst the incidence of minor splitting occurring is about 1:400, the supplier strongly recommends pre-drilling nail holes, prior to nailing.

JLM's LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL JLM BE LIABLE OR OBLIGATED FOR 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). JLM's 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.

However, 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.

Disclaimer of Warranties:

Except for the express written warranty contained herein, JLM makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the implied warranty of merchantable and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction.

The benefits given to the consumer by this warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

JLM Timber Pty. Ltd.
P.O. Box 180,
Belgrave. VIC. 3160

