

ENDURODECK WARRANTY

Replas Endurodeck 10-year Domestic & 7-year Commercial Product Warranty

Section 1

1.1

Replas provides a Limited Warranty to the original purchaser of Replas Endurodeck products, for the specified Warranty Period. Provided the following conditions are met; (i) maintained under normal and proper service conditions, (ii) are installed in accordance with the Replas Endurodeck written instructions and (iii) when installed, the Endurodeck material is not damaged from other material.

1.2

The term of the Limited Warranty (“Warranty Period”) for Endurodeck profiles shall be ten (10) years from the date of original purchase.

1.3

The term of the Limited Warranty (“Warranty Period”) for the second generation (co-extrusion) Endurodeck solid profiles shall be ten (10) years from the date of original purchase.

1.4

In the event of a defect of the described Endurodeck products within the applicable Warranty Period, as warranted in Section 1, Replas will replace the non-conforming item in the manner set forth in Section 2.

Section 2

The Limited Warranty set forth herein is the only warranty for the above-described Endurodeck products. This limited warranty comprises Replas Endurodeck sole and entire warranty and obligation in connection with Replas Endurodeck. Replas excludes and will not pay any incidental and/or consequential damages. Under no circumstances shall Replas be liable for any damages which exceed the actual purchase price of the defective product as adjusted based on the prorated warranty schedule provide herein.

2.1

To proceed with a warranty-claim against Replas Endurodeck, the Purchaser must send to Replas a copy of original proof of purchase. The claim must include photos or other supporting evidence of the defective or nonconforming Endurodeck product.

2.2

Upon discovering a possible defect of any Endurodeck product- the purchaser shall, at their sole expense, make temporary repairs or cordon off the area to fully protect all property and persons that could be affected.

2.3

Upon receipt of a claim that the Endurodeck products failed to perform as warranted above, Replas' sole liability to the purchaser is to replace the defective product. Replas shall not be responsible for the costs associated with the installation of the replacement Endurodeck product or the disposal of the defective Endurodeck product.

Section 3

3.1

Replas' obligation to provide replacement product shall only be in an amount equal to the volume (linear meters) of defective material as listed on the Prorated Warranty Schedule contained herein. The purchaser acknowledges that Replas does not guarantee an exact match as colours and designs may change.

Prorated Limited Warranty Schedule

Compensation Ratio	(7) Year of Claim	(10) Year of Claim
100%	0-1	0-5
80%	2	6
60%	3	7
40%	4	8
20%	5	9
10%	6-7	0

3.2

This Limited Warranty and Replas shall not be liable for any of Purchaser's removal or reinstallation costs.

3.3

Replas does not warrant against and is not responsible for:

- (i) Improper installation of Replas Endurodeck products.
- (ii) Failure to abide by Replas Endurodeck's written instructions.
- (iii) Failure to comply with all applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gap recommendations.
- (iv) Use of Endurodeck products beyond normal use or in an application not recommended or permitted by Replas' written instructions and applicable laws and building codes.
- (v) Movement, distortion, collapse or settling of the ground or the supporting structure upon which Replas Endurodeck Products are installed.
- (vi) Defects resulting from water caused by improper installation, workmanship, maintenance or repair.
- (vii) Any natural disaster (including, but not limited to, flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.).
- (viii) Discoloration, fading, spotting or staining from or caused, in whole or in part, by mould, mildew, other fungal growth, organic materials, metallic oxides or particles (including but not limited to rust or corrosion of any fasteners), dirt, other atmospheric or environmental pollutants, foreign substances such as grease or oil, chemicals (including but not limited to those found in cleaners), or normal weather conditions (defined as natural efflorescence, exposure to sunlight, weather and atmospheric conditions which causes any coloured surface to gradually fade, flake, chalk, or accumulate dirt or stains).
- (ix) Damage resulting from casualty, fire or exposure to heat sources such as cooking devices or retro-reflective surfaces.
- (x) The application of paints, stains, surface treatments or other chemical substances including but not limited to cleaners or pesticides.
- (xi) Fading, flaking or other deterioration of any paints, stains or other coatings placed on the Replas Endurodeck Products.
- (xii) Climate change, environmental conditions, static electricity or any cause beyond the control of Replas.
- (xiii) Variations or changes in colour of Replas Endurodeck products.
- (xiv) Improper handling, maintenance, storage, abuse or neglect of Replas Endurodeck products by purchaser or any other party.
- (xv) Ordinary wear and tear.
- (xvi) Impact from objects.
- (xvii) Any fasteners not supplied or approved by Replas.

3.4

All warranties provided by Replas Endurodeck, whether express or implied, and including the Limited Warranty, are void if any one or more of the following applies or occurs: the failure of purchaser to properly and/or timely maintain or repair the Replas Endurodeck product; the failure by purchaser to provide timely notice to Replas of any failure or defect of the Endurodeck product.

3.5

Any warranty claim needs to be made within 30 days of the fault becoming apparent. Replas will investigate all warranty claims and determine whether the claim relates to a manufacturing defect and is therefore covered under the warranty. If the defect is found to have been caused due to other factors not deemed to be a manufacturing defect the warranty claim will be denied.

GENERAL

No Replas reseller, agent, or employee is authorised to make modifications, extensions or additions to this warranty. This warranty is governed by and construed under the laws of Australia.