

**Integrated Recycling Pty Limited**

ACN 141 456 386

**Commitment to Product**

Please read this warranty carefully before purchasing, using or installing our products. You must retain a copy of your original proof of purchase to claim under this warranty.

**1. Warranty Statement**

Integrated Recycling Pty Limited ("IR") warrants that products supplied by it to you (excluding the Evertuff range- see below) will be free of any manufacturing or raw material defect that significantly adversely affects the ordinary and intended use of the product, under normal and proper conditions, during the Warranty Period.

In respect of the Evertuff range, IR warrants that during the Warranty Period, the products supplied by it to you will not, under normal and proper service conditions, check, splinter, delaminate, rot or suffer structural damage from fungal decay, when installed, used and maintained in an above ground application and in accordance with our written instructions.

The relevant Warranty Period is as listed for each product in the table below.

This warranty is in addition to and does not derogate from any statutory rights which may not be lawfully excluded.

**2. Duration of Warranty/ Warranty Period**

| <b>IR Product name</b>                                                                                                                                                                                                                                                                                                                 | <b>Warranty Period commencing from the date of purchase</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Envire range                                                                                                                                                                                                                                                                                                                           | 10 years                                                    |
| Duracomp solid profile range                                                                                                                                                                                                                                                                                                           | Limited 10 year                                             |
| Duracomp hollow profile range                                                                                                                                                                                                                                                                                                          | Limited 5 year                                              |
| Duratrack Railway Sleepers                                                                                                                                                                                                                                                                                                             | 1 year                                                      |
| Evertuff range being:<br>Recycled Wood Plastic Composite extruded square profiles<br>Recycled Wood Plastic Composite extruded rectangular profiles<br>Recycled Wood Plastic Composite extruded round profiles<br>Recycled Wood Plastic Composite extruded custom profiles<br>Recycled Wood Plastic Composite extruded decking profiles | Limited 7 year                                              |
| Any other product                                                                                                                                                                                                                                                                                                                      | None                                                        |

### 3. Remedy under this warranty

- a) If your claim is established, your remedy under this warranty is either:
- a) the repair or replacement of the defective portion of the product with a new product of ours that is the same or as similar as possible to the defective product; or
  - b) a refund of the relevant percentage of the original purchase price (ex GST) in accordance with the following table.

Any replacement of product under this warranty will be as close in colour, design and quality to the original as reasonably possible, but an exact match is not guaranteed. Different fasteners may also be used.

| Product type                  | Year of Claim<br>from date of purchase | Refund %    |
|-------------------------------|----------------------------------------|-------------|
| Envire range                  | 0-10 years                             | <b>100%</b> |
| Duratrack Railway Sleepers    | 0-1 year                               | <b>100%</b> |
| Duracomp Hollow profile range | 1                                      | 100%        |
|                               | 2                                      | 80%         |
|                               | 3                                      | 60%         |
|                               | 4                                      | 40%         |
|                               | 5                                      | 20%         |
| Duracomp Solid profile range  | 1-2                                    | 100%        |
|                               | 3-4                                    | 80%         |
|                               | 5-6                                    | 60%         |
|                               | 7-8                                    | 40%         |
|                               | 9-10                                   | 20%         |
| Evertuff                      | 0-2 years                              | 80%         |
|                               | 2-3 years                              | 60%         |
|                               | 3-4 years                              | 40%         |
|                               | 6-7 years                              | 10%         |

### 4. Who can claim under this warranty?

The original purchaser or successor in title, on provision of a proof of purchase in the form of an invoice and receipt is entitled to claim under this warranty.

## 5. Exclusions

This warranty will not apply in respect of any damage or defect caused by, arising from or in any way attributable to any one or more of the following:

- Improper installation of a product and/or failure to abide by our written instructions or any applicable laws or building codes, including but not limited to improper structural support, fastening, ventilation or gapping;
- Use of a product beyond normal use or in an application not recommended or permitted by our written instructions or applicable laws or building codes;
- Movement, distortion, collapse or settling of the ground or the supporting structure on which a product is installed;
- Defects in or failure arising from decking structure resulting from water caused by improper installation, workmanship, maintenance or repair;
- Any act of God (including but not limited to heavy rain, flooding, storm, wind, earthquake, lightning or hail);
- Discolouration, 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, oil or chemicals (including, but not limited to those found in cleaners);
- Damage resulting from fire or exposure to heat sources such as cooking devices or reflective surfaces;
- The application of paints, stains, surface treatments (not approved by us in writing) or other chemical substances, including but not limited to cleaners or pesticides;
- Fading, flaking or other deterioration of any paints, stains or other coatings placed on a product;
- Splits or cracks in the vicinity of fasteners;
- Small bubbles or blemishes on a product surface, or colour, fade or texture variation;
- Climate change, environmental conditions or any related cause beyond our reasonable control;
- Any modifications made by you to a product, whether before or after installation;
- Improper handling, use, maintenance, storage, abuse or neglect of a product;
- Failure of proper and timely maintenance or repair of a product;
- Ordinary wear and tear or normal weathering;
- Impact from objects or damage caused by heavy loads; or
- Any fasteners not supplied or approved in writing by us.

This warranty also does not apply to the following types of products:

- Products that have a defect where the defect was disclosed to you prior to purchase;
- Any product where the defect was reasonably identifiable on physical examination of the product and you examined the product prior to purchase; and
- Products that are re-sold by a re-seller that is not authorised by us, or to any second-hand purchases of product.

## **6. Implied warranties**

To the extent that any law (including the Competition and Consumer Act 2010(Cth)) (CCA) implies certain non-excludable conditions, guarantees or warranties to the supply of goods or services by IR to you, then, to the fullest extent permitted by law, IR's liability under or arising out of the supply of goods and services for breach of, or failure to comply with, any such conditions, guarantees or warranties shall be limited, at IR's option, to:

- 1) If the breach or liability relates to goods:
  - i) The replacement of the goods or the supply of equivalent goods;
  - ii) The repair of the goods;
  - iii) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - iv) The payment of the cost of having the goods repaired;
- 2) If the breach or liability relates to services;
  - i) The supplying of the services again; or
  - ii) The payment of the cost of having the services supplied again.

Except to the extent that the law (including the CCA) provides that liability is not able to be excluded, and except as expressly specified in IR's warranty statement in this document, IR shall not be under any liability to you in respect of any loss or damage (including any incidental, indirect, punitive, exemplary, or consequential damages or any loss of any of the following - profit, revenue, goodwill, bargain, anticipated savings, use of products or equipment, software, data or management time), however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of any products and/ or any services supplied by IR.

## **7. Commitment to You**

IR is committed to producing the best possible product whilst using recycled plastic combined with organic fibre additives. The Envire range of products is durable with a material life expectancy of more than 40 years. The IR products are made from composite recycled plastic and may vary in their final dimensional specifications and colour from batch to batch.

The dimensional variations occur due to different shrinkage rates and are estimated to be up to 2%. IR's Envire range has a textured surface that varies from batch to batch and due to the use of recycled materials the finished product may have some minor flaws, including some limited honeycombing of the centre cross section that will not otherwise adversely affect the performance of the product.

## **8. What you must do if you notice a Defect**

As soon as possible after a defect appears, you must cordon off the affected area or otherwise isolate the affected product, at your own expense.

Once we receive your warranty claim, we may advise you as to temporary measures to take or repairs to make, at your own expense. If we request, you must allow us to enter the site on which the product has been installed to inspect the product, and to undertake such repairs or take such other actions as we deem necessary or desirable (at our own expense).

Your failure to comply with the requirements in this section may result in us denying your claim or limiting your claim, in our absolute discretion. We will not be liable for any loss, damage or injury caused as a result of your failure to abide by this section.

#### 9. Contact ?

IR's customer service is available to answer calls from 9.00am to 5.00pm EST Monday to Friday on 1300 329 237. Any questions, comments or concerns can also be emailed to [info@integratedrecycling.com.au](mailto:info@integratedrecycling.com.au). If a claim is made, IR may request photographic or other evidence of the issue claimed as well as a copy of the relevant invoices and other information, to determine whether the claim is covered by the warranty, including return of the defective product or a sample, at your expense. You will be responsible for any costs associated with making a claim under this warranty, unless otherwise agreed in writing by us. You must also bear the cost of any removal or disposal of defective products under this warranty.

#### 10. Product handling

Flat packed products, such as outdoor furniture, are to be assembled in accordance with the assembly instructions supplied with the products or available from the IR website.

Lengths of products will be packed for shipping with strapping and dunnage to enable lifting by forklift. Please store products on level ground and if removed from packaging, please ensure dunnage is evenly spaced under the products to prevent them from sagging or deforming during long term storage.

