

## TREX TRANSCEND<sup>®</sup>, TREX ENHANCE<sup>®</sup>, TREX CONTOUR<sup>®</sup> AND TREX UNIVERSAL FASCIA LIMITED FADE & STAIN WARRANTY AUSTRALIA

For the term set forth below, Trex Company, Inc. (hereinafter "Trex") warrants to the original end-user purchaser (the "Purchaser") that Trex Transcend® decking or porch planks, Trex Enhance® decking, Trex Contour® decking, or Trex Universal Fascia, as the case may be (the "Product") will perform, under normal use and service conditions, as follows:

**Term of Warranty:** The term of this warranty shall begin on the date of original purchase, and shall end (1) twentyfive (25) years thereafter for a residential application of the Product, and (2) ten (10) years thereafter for a commercial application of the Product. Notwithstanding the foregoing, the term of this warranty for Transcend Product used as outdoor cladding shall be twenty-five (25) years for both a residential application and a commercial application.

**Residential/Commercial Application:** For purposes of this warranty, a "residential application" shall refer to an installation of the Product on an individual residence, and a "commercial application" shall refer to any installation of the Product other than on an individual residence.

Fade Resistance: The Product shall not fade in color from light and weathering exposure as measured by color change of more than 5 Delta E (CIE) units.

The Product is designed to resist fading. No material is fade proof when exposed to years of UV exposure and the elements. The Product is designed to resist fading, and will not in any event fade by more than 5 Delta E (CIE) units.

Stain Resistance: The Product shall be resistant to permanent staining resulting from spills of food and beverage items including ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbeque sauce, grease, sodas and other food and beverage related items that would typically be present on a residential deck, or mold and mildew naturally occurring in the environment, provided that such substances are removed from the Product with soap and water or mild household cleaners after no more than one (1) week of exposure of the food or beverage to the surface or first appearance of the mold and mildew.

Notwithstanding the foregoing, Trex does not warrant that the Product is stain-proof, and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, materials not covered in the stain resistant warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents metallic rust or other abnormal deck use items, and non-food and non-beverage substances, including but not limited to, biocides, fungicides, plant food, or bactericides. Mold and mildew can settle and grow on any outdoor surface, including this Product. You should periodically clean your deck to remove dirt and pollen that can feed mold and mildew. This warranty does not cover mold and mildew which is not properly cleaned as provided above within one (1) week of first appearance.

**Standard Trex Company Limited Warranty:** This warranty is in addition to the standard Trex Company Limited Warranty that applies to all Trex products.

**Transferability:** With respect to a residential application, this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Trex products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Trex products were originally installed.

## **EXCLUSIONS FROM WARRANTY COVERAGE:**

**Exposure to Heat:** Direct or indirect contact with extreme heat sources (over 275 degrees) may cause fading and may damage the surface of the Product, and any effects of such exposure are expressly excluded from coverage under this warranty.

**Surface Damage:** Never use metal shovels or sharp-edged tools to remove snow and ice on the surface of the Product. If the surface of the Product is damaged or punctured, this warranty will be voided.

Paint or Other Materials Applied to the Product: If paint or other coating materials are applied to the Product, this warranty will be voided.

**Railing:** This warranty does not cover Trex Transcend<sup>®</sup> railing components.

Other Exclusions: This warranty shall not cover any condition attributable to: (1) improper installation of the Product and/ or failure to abide by Trex's installation guidelines, including but not limited to improper gapping; (2) use of the Product beyond normal use or service conditions, or in an application not recommended by Trex's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (5) improper handling, storage, abuse or neglect of the Product by Purchaser, the transferee or third parties; (6) any fading or staining not on the walking surface of the Product (i.e., the underside or the ends of the Product); or (7) ordinary wear and tear.

## Procedure for Making a Claim under this Warranty

In order to make a claim under this warranty, Purchaser must do the following:

1. If the Purchaser is making a claim relating to the warranty on stain resistance, Purchaser must do as follows:

(a) Purchaser must try to clean the affected area of the deck by using the cleaning procedures described above within one (1) week of exposure of the food or beverage to the Product or first appearance of the mold and mildew.

(b) If the affected area remains reasonably unsatisfactory after Purchaser has tried these cleaning procedures, then Purchaser must have the affected area of the deck professionally cleaned at Purchaser's expense.

(c) If the affected area remains reasonably unsatisfactory after the professional cleaning, Purchaser may make a claim under this warranty, provided that such claim is made within thirty (30) days after the professional cleaning.

2. To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Trex, within the warranty period referred to above, a description and photographs of the affected area of the Product, proof of purchase, and if the claim relates to the warranty on stain resistance, proof of compliance with paragraph 1. above, to the following address:

Trex Company, Inc. Customer Relations 160 Exeter Drive Winchester, VA 22603-8605

If Purchaser has any questions, Trex's telephone number in the United States is **00-11-1-800-289-8739.** 

3. Upon confirmation by an authorized Trex representative of a valid claim hereunder, Trex's sole responsibility shall be, at its option, to either replace the affected item or refund the portion of the purchase price paid by Purchaser for such affected item (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but Trex does not guarantee an exact match as colors and design may change. 4. If a valid warranty claim hereunder is made during years eleven (11) through twenty-five (25) after the original purchase for a residential application, recovery will be prorated. If Trex is providing replacement materials, it may elect to replace the percentage listed below of boards otherwise meeting the requirements for a claim, or if it is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of boards otherwise meeting the requirements for a claim.

YEAR OF WARRANTY CLAIM	PERCENTAGE RECOVERY
11	80%
12	80%
13	80%
14	60%
15	60%
16	60%
17	40%
18	40%
19	40%
20	20%
21	20%
22	20%
23	10%
24	10%
25	10%

5. TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, THIS WARRANTY SHALL NOT COVER AND TREX SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF AFFECTED PRODUCT OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.

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

TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX'S LIABILITY FOR NON-PERSONAL INJURY CLAIMS WITH RESPECT TO PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

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. The benefits under this Warranty are in addition to other rights and remedies under a law in relation to the goods to which this warranty relates.

## This warranty shall only be applicable and enforceable in Australia.

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