

DECK ARMOUR

END USER/DEALER/DISTRIBUTOR LIMITED WARRANTY

TERMS AND CONDITIONS OF SALE FOR DECK ARMOUR CUSTOM ROUTERED DECKING.

THIS LIMITED WARRANTY (THE "WARRANTY") IS MADE BY DECK ARMOUR ("DECK ARMOUR"), IN CONNECTION WITH THE BUYER'S PURCHASE OF A DECK ARMOUR PRODUCT, ("THE COVERED PRODUCT"). THIS WARRANTY CONSTITUTES THE ENTIRE AGREEMENT BETWEEN DECK ARMOUR AND THE BUYER AS TO THE TERMS AND CONDITIONS AND WARRANTY PROVIDED BY DECK ARMOUR TO THE BUYER ON THE COVERED PRODUCT.

1. ACKNOWLEDGEMENTS OF BUYER

BY PURCHASING A DECK ARMOUR PRODUCT, BUYER ACCEPTS THE TERMS AND CONDITIONS AND THIS WARRANTY AND ACKNOWLEDGES THE FOLLOWING:

- A. THAT BUYER HAS READ AND UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AND LIMITATIONS OF THIS WARRANTY.
- B. THAT BUYER HAS BEEN PROVIDED WITH SUFFICIENT OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THIS WARRANTY AND THE LIMITATIONS HEREOF, AND THAT BUYER HAS NOT RELIED UPON ANY STATEMENTS OR REPRESENTATIONS OF DECK ARMOUR FOR BUYER'S UNDERSTANDING OR INTERPRETATION OF ANY PROVISION HEREOF.
- C. TO ENTITLE THE BUYER TO CLAIM THE WARRANTY THERE MUST BE NO MONIES OWED ON THE PURCHASE OF THE DECK ARMOUR OR THE WARRANTY IS VOID.

2. WHAT THIS LIMITED WARRANTY COVERS

DECK ARMOUR WARRANTS TO THE BUYER ("BUYER", FOR PURPOSES OF THIS WARRANTY, MEANS ONLY FIRST PURCHASER OF THE COVERED PRODUCT AND DOES NOT EXTEND TO SUBSEQUENT PURCHASERS) THAT THE COVERED PRODUCTS ARE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS AT THE TIME OF MANUFACTURE AND FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE THE COVERED PRODUCTS ARE SHIPPED FROM DECK ARMOUR FOR DELIVERY TO THE BUYER. THE LIMITED WARRANTY PROVIDED HEREUNDER IS SUBJECT TO THE STRICT PRECONDITION PROVIDED THAT THE COVERED PRODUCTS ARE USED AND MAINTAINED IN ACCORDANCE WITH ALL DECK ARMOUR SPECIFICATIONS FOR PREPARATION, CLEANING, INSTALLATION AND STORAGE.

3. WHAT THIS LIMITED WARRANTY DOES NOT COVER

THIS WARRANTY APPLIES ONLY TO MATERIAL AND WORKMANSHIP OF THE COVERED PRODUCT ITSELF. SOME FADING AND/ OR DISCOLOURATION OF THE COVERED PRODUCTS MAY OCCUR WITH TIME AND USE IN THE MARINE ENVIRONMENT; SUCH FADING AND/OR DISCOLOURATION IS NOT COVERED BY THIS LIMITED WARRANTY. THIS LIMITED WARRANTY COVERS ONLY EXCESSIVE FADING OR POLYMER DEGRADATION RESULTING FROM DEFECTIVE MATERIALS. THIS WARRANTY SPECIFICALLY EXCLUDES DEFORMATION, DISCOLOURATION OR OTHER DAMAGE TO THE COVERED PRODUCT, AND EXCLUDES ALL OTHER DAMAGE OR LOSS, RESULTING FROM THE COVERED PRODUCT'S BEING SUBJECTED TO TEMPERATURES IN EXCESS OF 70°C /158°F ("MAX TEMP"). MAX TEMP MAY OCCUR FOR EXAMPLE IN CERTAIN SPECIFIC INSTALLATIONS WHICH RESULT IN LIGHT AMPLIFICATION AT THE COVERED PRODUCT SURFACE DUE TO REFLECTION OF SUNLIGHT FROM REFLECTIVE SURFACES OR REFRACTION OF SUNLIGHT THROUGH LIGHT-TRANSMISSIVE SURFACES SUCH AS WINDSHIELDS OR OPTICALLY CLEAR STRUCTURES. CARE SHOULD BE TAKEN TO AVOID INSTALLING THE COVERED PRODUCT IN SUCH AREAS. IT IS EXCLUSIVELY THE BUYER'S RESPONSIBILITY TO PROVIDE ASSURANCE THAT ANY PARTICULAR INSTALLATION WILL NOT EXCEED THE MAX TEMP. INSTALLATIONS RESULTING IN THE COVERED PRODUCT EXPERIENCING TEMPERATURES IN EXCESS OF THE MAX TEMP SHALL VOID THIS WARRANTY IN ITS ENTIRETY. ON DIY INSTALLATIONS THE PSA (PRESSURE SENSITIVE ADHESIVE) CANNOT BE WARRANTED AS IT IS A PRODUCT THAT MAY BE EFFECTED BY OUTSIDE ISSUES THAT MIGHT PRESENT A PROBLEM DURING INSTALLATION WHICH IS BEYOND OUR CONTROL. DECK ARMOUR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING FROM ANY APPLICATION OR USE OF THE COVERED PRODUCT.

4. WHAT DECK ARMOUR WILL DO

COVERED PRODUCTS DETERMINED BY DECK ARMOUR TO HAVE MATERIAL AND/OR WORKMANSHIP DEFECTS WILL BE COVERED AS FOLLOWS. PRODUCTS DEEMED BY DECK ARMOUR TO BE DEFECTIVE WITHIN TWELVE (12) MONTHS OF SHIPMENT TO THE BUYER WILL HAVE A REPLACEMENT PROVIDED BY DECK ARMOUR TO THE BUYER/DEALER/DISTRIBUTOR FOR REINSTALLATION OR A REFUND IS TO BE GIVEN BY THE DEALER/DISTRIBUTOR FOR THE DEFECTIVE PRODUCT. NO MONIES WILL BE GIVEN TO AN END USER BY DECK ARMOUR DIRECTLY. ALL REFUNDS WILL BE PROVIDED BY THE DEALER/DISTRIBUTOR.

PROCEDURE

THE BUYER SHALL FIRST CONTACT THE DEALER/DISTRIBUTOR OF PURCHASE. INFORMING THEM OF THE ISSUE WITH SUPPORTING PHOTOGRAPHS DEPICTING THE DEFECTIVE CONDITION OF THE PRODUCT. IF DEEMED DEFECTIVE BY DECK ARMOUR A REPLACEMENT PIECE FOR THE DEFECTIVE PRODUCT WILL BE SENT OUT IN ACCORDANCE WITH THE TERMS STATED HEREIN.

5. LIMITATIONS ON DECK ARMOUR LIABILITY AND MISCELLANEOUS PROVISIONS

- A. DECK ARMOUR'S TOTAL LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE REPLACEMENT VALUE OF THE COVERED PRODUCT.
- B. DECK ARMOUR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING FROM ANY APPLICATION OR USE OF THE COVERED PRODUCT. IN NO EVENT WILL DECK ARMOUR BE LIABLE UNDER ANY THEORY OF LIABILITY OR BE OBLIGATED FOR CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY TYPE OR NATURE.
- C. THIS WARRANTY SHALL NOT BE ASSIGNED OR TRANSFERRED BY THE BUYER WITHOUT THE PRIOR WRITTEN APPROVAL OF DECK ARMOUR.
- D. THIS WARRANTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE AUSTRALIAN CONSUMER GUARANTEES ACTS.

6. WARRANTY DISCLAIMERS

- A. THIS WARRANTY SUPERSEDES AND REPLACES ANY PREVIOUS WARRANTY MADE OR OFFERED TO THE BUYER BY DECK ARMOUR, INCLUDING BUT NOT LIMITED TO ANY WARRANTY SET FORTH IN ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO.
- B. DECK ARMOUR SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS WARRANTY. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY; (1) THERE ARE NO WARRANTIES ESTABLISHED OR IMPLIED; (2) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; (3) NO EXPRESS WARRANTY IS GIVEN; AND (4) NO AFFIRMATION OF FACT OR PROMISE MADE BY DECK ARMOUR, BY WORD OR ACTION, SHALL CONSTITUTE A WARRANTY.
- C. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY.
- D. EXCEPT FOR THE PROVISIONS SET FORTH IN THIS WARRANTY, NO AGENT, EMPLOYEE, SUBCONTRACTOR, OR REPRESENTATIVE OF DECK ARMOUR HAS ANY AUTHORITY TO BIND DECK ARMOUR TO ANY OTHER AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING THE PRODUCT SOLD TO THE BUYER. UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY IS SPECIFICALLY INCLUDED IN THIS WARRANTY, IT SHALL NOT BE ENFORCEABLE BY THE BUYER.
- E. DECK ARMOUR MAY, FROM TIME TO TIME, IN THEIR SOLE DISCRETION OFFER TO REPAIR OR REPLACE COVERED PRODUCT IN CERTAIN SPECIFIC SITUATIONS. SUCH OFFERS BY DECK ARMOUR, IF MADE, ARE NOT TO BE CONSTRUED AS A WAIVER OF ANY EXCLUSION OR OTHER LIMITATION TO THIS WARRANTY STATED HEREIN, NOR ARE THEY TO BE TO BE CONSTRUED AS A COURSE OF DEALING THAT IN ANY WAY MODIFIES THE TERMS OF THIS WARRANTY.
- F. ALL WARRANTY CLAIMS EXCLUDE ANY ADDITIONAL COSTS ASSOCIATED WITH TRAVEL AND ACCOMMODATION TO REPAIR OR REPLACE AFFECTED PIECES. DECK ARMOUR WILL NOT PAY OR REIMBURSE ANY MONIES RELATED TO TRAVEL, ACCOMMODATION OR REMOVAL OF DECK ARMOUR IN RELATION TO ANY WARRANTY CLAIMS MADE BY THE BUYER OR DEALER/DISTRIBUTOR.

7. TERMS AND CONDITIONS OF SALE

ALL ARTWORK PROOFS MUST CAREFULLY CHECKED FOR ANY ERRORS AND OMISSIONS USING THE ARTWORK PROOF CHECK LIST. IT IS THE BUYER'S RESPONSIBILITY TO CONFIRM THIS APPROVAL MEETS REQUIRED CRITERIA. DECK ARMOUR WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ONCE APPROVAL TO PROCEED IS GIVEN. APPROVAL OF THE DESIGN BY THE BUYER IS ALSO CONFIRMATION THAT THE DECK ARMOUR "CARE, INSTALLATION, TERMS AND CONDITIONS AND WARRANTY DOCUMENTS" HAS BEEN READ AND UNDERSTOOD BY THE BUYER. DECK ARMOUR HAS THE UNCONDITIONAL USE OF ALL PHOTOS, VIDEOS AND SOCIAL MEDIA POSTS MADE BY THE BUYER OR DEALER/DISTRIBUTOR OF COMPLETED WORKS OF DECK ARMOUR.