

## Timber

### Warranty Statement

Porta Products Pty Ltd (ABN 31 003 246 357) of 2 Wella Way, Somersby NSW 2250 (Porta) provides the following warranty (Warranty) in relation to its timber products (Products).

The benefits of this Warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

If the claimant is a “consumer” under the Australian Consumer Law, Porta confirms the following:

*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 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.*

### Warranty

Porta warrants that, subject to the terms of this Warranty and the exclusions and limitations contained herein, the Products will perform in accordance with all claims and representations made by Porta in writing in relation to the Products (as applicable) for a period of 10 years from the date the Products are first supplied by Porta (Warranty Period).

If, before the end of the Warranty Period, the Products do not perform in accordance with all claims and representations made by Porta in writing in relation to the Products (as applicable) (Defect), and Porta finds there is a Defect, it will, in its sole discretion, either:

- replace or repair the Product or the defective part of the Product free of charge; or
- cause the Product or the defective part of the Product to be replaced or repaired free of charge.

Porta reserves the right to replace a defective Product or part of a Product with parts and components of similar quality, grade and composition where an identical part or component is not available.

### Warranty Claims

1. If a defect covered by Warranty appears, you must first contact Porta:
  - a. by telephone on 1300 500 250; or
  - b. by email at sales@porta.com.au
2. Any Warranty claim must be accompanied by:
  - a. proof of purchase;
  - b. full details of the alleged defect;
  - c. photo evidence of the alleged defect; and
  - d. any other relevant documents.
3. You must allow Porta or its authorised agent to inspect and test the Product. If that inspection and test finds no defect in the Product, you must pay Porta's usual service and testing costs.
4. Unless otherwise agreed in writing by Porta, you must pay the cost of transporting the Product to and from Porta or Porta's authorised agent and any related insurance cost.

### Exclusions

The Warranty does not apply if:

- a. the Product is not supplied by Porta in its final shape and form;
- b. the Product is altered, modified or repaired by a party other than Porta or its agent;
- c. the Product is used other than for its designed purpose;
- d. the Product is used or installed other than in accordance with Porta's instructions;
- e. the Product has not been maintained or protected in accordance with Porta's instructions;
- f. the Product has not been stored in accordance with Porta's instructions;
- g. the Product is used or installed other than in accordance with applicable building codes;
- h. the Product has been subject to abnormal conditions;
- i. the Product is involved in an accident;
- j. Porta cannot find any Defect in the Product after testing, inspection and assessment;
- k. the alleged Defect is due to abuse, misuse, neglect (including failure to clean) or accident;
- l. the alleged Defect is due to a failure to properly maintain or use the Product;
- m. the alleged Defect in the Product is within acceptable industry standards or tolerances; or
- n. the alleged Defect is due to a request to customise the Product.

The Warranty does not extend to:

- a. contraction, cracking or expansion due to climatic conditions;
- b. change in colour due to oxidation;
- c. roughness of a surface caused by the grain of timber rising under climate exposure;
- d. changes, defects or imperfections following subsequent coatings and surface preparation;
- e. damage or defects caused by normal wear and tear;
- f. the Products being damaged by you or a third party;
- g. accidental or wilful damage, or misuse; or
- h. theft or vandalism.

### Limitations

Porta makes no express warranties or representations other than as set out in this document.

Porta will not be liable to you or any other person in connection with this Warranty for any:

- a. consequential or indirect loss, damage or costs incurred by you or any other person; or
- b. damage to property, loss of turnover, loss of profits, loss of business or loss of good will.

Porta's liability under this Warranty is limited to repairing or replacing the Product or part of the Product.