



ULTIM8DECK

WARRANTY STATEMENT

July 2018

Definitions

“**Purchaser**” means any end user of the Products who purchased the Products for Residential Purposes.

“**Product**” means the product to which this Manufacturer’s Warranty is attached.

“**Term**” means the period of time stated on the label or packaging for that particular Product from the date of purchase from any Authorised Distributor. (IBuilt™ Engineered Wood Products).

“**Residential Purposes**” means installation and use of the Product at residential premises in New Zealand.

Please refer to the following details regarding IBuilt’s warranty against defects. Subject to this warranty and the Warranty Claim Procedure, IBuilt warrants this product to be free of manufacturing or material defect for a term of fifteen (15) years from the time of purchase. You are entitled to a replacement or refund for a major failure for any reasonably loss or damage.

The benefits of this warranty are in addition to any rights and remedies available under New Zealand Sale of Goods Act. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any legislation applicable to the supply of goods and services, which cannot be excluded, restricted or modified.

Warranty

1. IBuilt will replace any defective product free of charge in the event that:
 - a. The product is used for Residential Purposes only, and;
 - b. The defect does not arise from:
 - i. Improper installation, maintenance or handling of the product and/or failure to abide by the IBuilt installation or maintenance guidelines, including but not limited to improper gapping;
 - ii. Use of the product contrary to local building regulations;
 - iii. Movement, distortion, collapse or settling of the ground or the supporting structure on which the product is installed;
 - iv. Any act of God (including flooding, earthquake, lightning and any other naturally occurring environmental or other disaster);
 - v. Staining from foreign substances (including dirt, grease, oil and any other substance);
 - vi. Normal expected exposure to natural elements, including but not limited to mildew or mould;
 - vii. Gradual discolouration (including fading and staining);
 - viii. Ordinary wear and tear;
 - ix. Minor splits or cracking around screws
2. Where a defect in a product arises due to mould or mildew, the term of the warranty will be limited to five (5) years irrespective of any previous warranty, but not excluding any warranty under New Zealand Consumer Law.
3. This warranty is transferable; it applies to the consumer that purchased the product from the retailer or manufacturer and future consumers provided proof of date of purchase can be proven.
4. IBuilt reserves the right to replace defective parts of the product with parts and components of similar quality, grade and composition where an identical part or component is not available.

Warranty claim procedure

In order to claim a warranty on any of IBuilt products you must follow the procedure outlined below:

5. Send written notification to the place of purchase within 30 days from the discovery of the alleged defect, including the following details:
 - a. A clear description of the alleged defect;
 - b. Photographs of the alleged defect;
 - c. Quantity claimed to be defective;
 - d. Proof of original receipt (or other evidence displaying the date of purchase which IBuilt is reasonably satisfied with).
6. Upon receipt of this information IBuilt will work with the purchaser to investigate the claim. Any and all investigations will seek to establish the cause of the claim in a timely manner.
7. At any time in the investigation IBuilt may request the assistance of engineers, scientists or any other party IBuilt deems appropriate to verify the claim. If the claim is proven, IBuilt, at its discretion will repair or replace the product on a case-by-case basis or alternatively provide a refund for the quantity found to be defective.

Warranty exclusions


8. This warranty against manufacturing defects does not extend to cover:
 - a. Costs associated to remove the defective product from the purchases premises or the location of the product;
 - b. Any charges incurred by the Purchaser in returning any defective product to MCX or in notifying MCX of the alleged defective product;
 - c. Costs associated to installing any replacement product;
 - d. Costs associated with making a warranty claim, including costs such as postage and handling;
 - e. Any other reasonably foreseeable costs incurred.
9. ULTIM8® Bamboo Composite Decking is made by combining bamboo fibre with recycled plastics (HDPE). Whilst every care is taken to ensure consistency, natural and immaterial variances will occur from one board to the other in appearance and performance. Natural and immaterial variances are not a fault of the product and, accordingly, no warranty is provided in respect of any such variation.
10. IBuilt or any of its affiliated employees or agents will not be liable for any special, indirect or consequential loss or damage arising out of the use of, or handling of any IBuilt product whatsoever, including any special, indirect or consequential loss or damage suffered as a result of the negligence of IBuilt, except those which cannot be excluded under the New Zealand Consumer Guarantees Act.


Designed and tested
in Australia by:

mcx
innov8+crea8

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