

This Limited Warranty is only transferred by the first purchaser of the product from Neowoods Solid Composite Decking one (1) time during the first five(5) years from the original purchase date and the last purchaser of the products prior their installation.

This warranty is for the Purchaser of residential application or commercial application, who purchase products from Neowoods Solid Composite Decking. Neowoods Solid Composite Decking warrants that products will not split, rot, or suffer structural damage from insect or fungal decay when the products is installed and maintained in accordance with Neowoods Solid Composite Decking the literature of installation and maintenance.

In this Limited Warranty certain capitalized words have specific meanings:

**“Products”** means the Neowoods Solid Composite Decking Decking

**“Owner”** means the owner of the real estate at the time the Products are installed on that real estate.

**“Purchaser”** means the first purchaser of the Products from Neowoods Solid Composite Decking.

**“Residential Application”** means an installation of the product on an individual residence

**“Commercial Application”** means any installation of the product expect on an individual residence

**“ Term ”** means period of fifteen (15) years (Residential) & 5 (5) years (Commercial) from dateof the original purchase, residential or commercial. Neowoods Solid Composite Decking products shall not split, splinter or suffer structural damage as a sole and direct consequence of termites, insects or soft rotting micro-fungi.

**Installation:** If a breach of the Warranty occurs, the only obligation of Neowoods Solid Composite Decking is to supply replacement products; emend the affected products, or pay the cost of the replacement or emendation of the affected products, Neowoods Solid Composite Decking shall have no further liability of obligation as stated herein. There’s no circumstances that will Neowoods Solid Composite Decking be liable for any incidental, special, indirect, or consequential damages resulting from any defect in the Products supplied, including but not limited to damage to property.

**Obtaining Neowoods Solid Composite Decking Coverage:** If Purchaser discovers a defect Products during the Term, Purchaser must inform Neowoods Solid Composite Decking in writing, at the following address or email within thirty (30) days from the discovery of the alleged defect but no later than the end of the Term, Once discovering any possible defect in the Products, the Owner must immediately make temporary repairs at the Owner’s expense to protect all property from affecting.

Neowoods Solid Composite Decking  
Shed 6, 111 Gracefield road  
Lower Hutt  
Wellington,5010

Purchaser must supply the notification proof of purchase and a statement explaining the defect and the installation date. Neowoods Solid Composite Decking may request additional information. After reviewing all information, Neowoods Solid Composite Decking will make a determination regarding the validity of such claim. If Neowoods Solid Composite Decking determines that Purchaser's claim is valid, Neowoods Solid Composite Decking will either replace the defective Products or refund of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation).

If a Residential Purchaser arise a valid warranty claim under during years one (1) through fifteen (15) after the first purchase, then the Residential Purchaser's refund will be prorated as indicated. If it's compensated through replacement materials, list below, Neowoods Solid Composite Decking will prorated boards to meeting the requirements of the claim; Simultaneously, Neowoods Solid Composite Decking will refund the percentage of purchase price of board if you list it below

**Exclusions from Neowoods Solid Composite Decking Coverage:** Without limiting any other terms of this warranty, this warranty does not cover and Neowoods Solid Composite Decking will not be liable for any no implied warranty as below:

- (1) Improper or ignores Neowoods Solid Composite Decking installation guidelines, including but not limited to improper gapping.
- (2) Have Products overburden, or use the product in applications not recommended by Neowoods Solid Composite Decking and local building codes.
- (3) Poor design or detailing, settlement or structural movement to which the product is installed.
- (4) Any act of nature including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, normal wear and tear, growth of mould.
- (5) Variations or changes in color of Products.
- (6) Improper handling, storage, abuse or neglect of Products by Purchaser, the transfer or third parties.

**Limitations:** DISCLAIMER OF WARRANTIES: EXCEPT FOR ABOVE WARRANTY, TECHWOOD MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION

FOR THE WARRANTY TERM AND BEYOND THE WARRANTY TERM. LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL EUROSTARK BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES. LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE OR OBLIGATED FOR

ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. COMPANY ' S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBE ABOVE.

**Miscellaneous:** This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Neowoods Solid Composite Decking and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Neowoods Solid Composite Decking shall not be bound by any such statements other than those contained in this warranty.