TimberTech® Decking by James Hardie Product Warranty

Australia | Effective September 2026

This warranty is given by James Hardie Australia Pty Ltd ACN 084 635 558 ("**James Hardie**", "**we**", "**its**" and "**us**").
In this warranty:

- "**Australian Consumer Law**" means the terms set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth);
- "**Commercial Application**" means use of the Products in commercial premises or for any application other than a Residential Application;
- "**Commercial Warranty Period**" means fifteen (15) years;
- "**Consumer**" has the meaning given to it in section 3 of the Australian Consumer Law;
- "**Product**" means TimberTech® Decking Vintage Collection™ products.
- "**Purchaser**" means either (1) the original purchaser of Products or (2) the owner(s) of the property at the time of installation of Products, if different from the original purchaser (also referred to herein as "you");
- "**Residential Application**" means use of the Products at a natural person's residential premises, but excludes use of the Products in common areas in strata schemes or other apartment buildings;
- "**Residential Warranty Period**" means thirty (30) years;
- "**Relevant Warranty Period**" means for a Purchaser of Products for a Residential Application, the Residential Warranty Period, and for a Purchaser of Products for a Commercial Application, the Commercial Warranty Period, whichever is applicable.
- "**Technical Literature**" means the Product specific installation guide, Best Practice Guide and the Care & Cleaning Guide published by James Hardie at the time of installation of the Product (copies of the current installation guide/instructions are available at jameshardie.com.au or by calling Ask James Hardie™ on 13 11 03).

GENERAL WARRANTY

1. Subject to the exclusions, limitations, and restrictions set out below, we warrant that for the Relevant Warranty Period from the date of the purchase, the Products will be free from defects due to defective workmanship or materials that:
   (a) occur as a direct result of the manufacturing process;
   (b) occur under normal use and service;
   (c) occur during the Relevant Warranty Period; and
   (d) result in splitting, cupping, splintering, blistering, peeling, flaking, cracking, rotting, or structural damage from termites or fungal decay, ("General Warranty").

FADE AND STAIN WARRANTY

2. In addition to the General Warranty and subject to the exclusions, limitations, and restrictions set out below, we warrant that for the Relevant Warranty Period from the date of purchase of a Product, under normal use and service conditions:
   (a) the Product's colour will not fade from light and weathering exposure beyond a colour change of more than 5 Delta E (CIE) units in year 1 – 15 and, for Residential Applications only, of more than 10 Delta E (CIE) units in years 16 – 30; and
   (b) the Product will resist permanent staining from food and beverage items that may be spilled onto the surface of the Product, including items such as condiments, salad dressing and salad oils, grease, tea, wine, coffee, fruit punch, soft drinks and other food- and beverage-related items that would typically be present on a residential deck, 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 surface of the Product to the substances
   (collectively the "Fade and Stain Warranty").
3. The General Warranty and the Fade and Stain Warranty are in addition to, and do not limit, the rights available to Consumers under the Australian Consumer Law. See clauses 15 and 16 for more information.

WARRANTY CONDITIONS

4. You may only claim under the General Warranty and the Fade and Stain Warranty if:
   (a) the Product is installed and maintained strictly in accordance with our Technical Literature including the components or products specified or recommended in our Technical Literature; and
   (b) other products applied to or used in conjunction with the Product are applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions and good practice; and
   (c) the Product is used in an application designed and constructed in strict compliance with all relevant provisions of the National Construction Code, applicable laws, regulations and standards; and
   (c) the Product is used in an application designed and constructed in strict compliance with all relevant provisions of the National Construction Code of Australia, applicable laws, regulations and standards; and
   (d) we are given reasonable opportunity to inspect the Product before any attempt is made to repair or remove the Product once it has been installed; and
   (e) the requirements for bringing a claim under the warranty in clauses 7 to 11 are complied with.
5. The Fade and Stain Warranty is not a warranty that the Product is stain-proof or that the Product would be stain resistant following spilled or otherwise applied food or beverage substances that are not properly cleaned within one (1) week of exposure (see clause 2(b) above).

EXCLUSIONS

6. Subject to clauses 15 and 16:
   (a) to the fullest extent permitted by law, we exclude all:
      (i) other warranties, conditions, liabilities and obligations other than those specified in this warranty, and which may otherwise apply in respect of the purchase of the Product; and
      (ii) liability for any loss or damage (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss, or loss of profits, arising from the purchase or use of the Product whether arising in contract, tort (including negligence), statute or equity;
   (b) if or to the extent that we are not permitted by law to limit our liability as set out in clause 6(a), then to the fullest extent permitted by law, we limit our liability at our option to the:
      (i) the replacement of the Product or accessory or the supply of equivalent Product or accessory;
      (ii) the repair of the Product or accessory;
      (iii) the payment of the cost of replacing the Product or accessory, or of acquiring equivalent Product or accessory;
   (c) the General Warranty does not cover defects which are not due to defective factory workmanship or materials, including but not limited to damage or defects caused by or arising from or attributable to:
      (i) improper installation of the Products and/or failure to follow our Technical Literature, including but not limited to improper gapping, care and cleaning;
      (ii) use of the Products beyond normal use, or in an application not recommended by us or in our Technical Literature and/or the National Construction Code and industry standards;
      (iii) movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed;
      (iv) any act of God including but not limited to flooding, cyclones, earthquakes, and lightning;
      (v) any environmental condition including but not limited to air pollution, mould, and mildew;

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(vi) normal weathering of surfaces;
(vii) improper handling, storage, abuse or neglect of the Products by you or anyone else;
(viii) exposure to, or direct or indirect contact with extreme heat sources, including reflected sunlight from low-emissivity (Low-E) glass, which may damage the surface of the Product, or cause the Product to fade;
(ix) fabrication or remanufacturing of the Product by third parties;
(x) the use of fasteners that are not supplied by us;
(xi) improper application of paint or other surface chemicals not recommended by us;
(xii) cleaning of the Product that is inconsistent with the Care & Cleaning Guide, such as the use of harsh cleaning agents, including bleaches and solvents;
(xiii) abrasions, cuts, scratches, nicks, dents or other aesthetic conditions; or
(xiv) ordinary wear and tear;

(d) in addition to clause 6(c) above, the Fade and Stain Warranty does not cover:
(i) any staining or damage to the Product resulting from abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal residential deck use items, and non-food and non-beverage substances, including, but not limited to, biocides, fungicides, plant foods, or other bactericides;
(ii) any paint, stain or other coating material applied to the Product; and
(iii) where the surface of the Product has been damaged or punctured, including as a result of contact with shovels or similar sharp-edged tools. Such tools should not be used under any circumstance to remove snow, ice, or other debris from the surface of the Product.

MAKING A WARRANTY CLAIM

7. If you are the property owner, it is recommended that you contact your builder in the first instance.
8. Subject to clauses 15 and 16, in order to make a claim under the General Warranty, you must provide the following information to us using the contact details in clause 12 below within thirty (30) days after you discover the alleged defect:
(a) proof of purchase;
(b) description of the defect and the issue;
(c) photographs of the defect; and
(d) your contact details.
9. Subject to clauses 15 and 16, in order to make a claim under the Fade and Stain Warranty:
(a) to the extent that you are also making a claim under the General Warranty, you must comply with the requirements in clause 8 above;
(b) you must attempt to clean the affected area of the Product by using the cleaning procedures described in clause 2(b) above within one (1) week of exposure of the food or beverage to the surface of the Product;
(c) if, after completing step (b) above, the affected area remains reasonably unsatisfactory, then you must have the affected area of the Product cleaned by a professional deck cleaner at your expense;
(d) if, after completing steps (b) and (c) above, the affected area still remains reasonably unsatisfactory, you may make a claim under this Fade and Stain Warranty, provided that such claim is made within thirty (30) days after the professional cleaning is completed;
(e) using the contact details in clause 12 below, you must provide us with:
(i) proof of purchase;
(ii) a description of the affected area of the Product;
(iii) photographs of the affected area of the Product; and
(iv) reasonable proof that you have completed steps (b) and (c) above.
10. You must bear any expenses you incur as a result of claiming under this warranty, except where you are entitled to recover such expenses under the Australian Consumer Law, in which case we will bear or otherwise compensate you for such expenses as required by the Australian Consumer Law. All claims for such expenses are to be notified to us in writing using the contact details in clause 12 below.
11. We will not be liable for labour and/or product removal costs connected with the claim, except where you are entitled to recover such expenses under the Australian Consumer Law, in which case we will bear or otherwise compensate you for such expenses. If you are making a claim for labour and/or removal costs, you must notify us in writing using the contact details in clause 12 below.

OUR CONTACT DETAILS

12. You may submit your warranty claim using the below contact details:

James Hardie Australia Pty Ltd (ACN 084 635 558)
Address: Level 17, 60 Castlereagh St. Sydney NSW 2000
Postal address: GPO Box 3935 Sydney NSW 2001
Telephone: Ask James Hardie™ on 13 11 03
Website: www.jameshardie.com.au
Email: info@jameshardie.com.au

PRO-RATED RECOVERY AFTER 10 YEARS FOR FADE AND STAIN WARRANTY

13. Subject to clauses 15 and 16, if a Purchaser makes a valid warranty claim under the Fade and Stain Warranty (clause 2), from the eleventh (11th) year after the original purchase, then the Purchaser's recovery will be prorated for the rest of the Relevant Warranty Period as indicated below. If we are providing replacement materials, we may elect to replace the percentage listed below of boards that meet the requirements for a claim. If we are refunding the purchase price, we may elect to refund the percentage listed below of the purchase price of boards that meet the requirements for a claim.

Application	Year of Claim	Recovery of Board Value	Delta E
Commercial Application and Residential Application	Years 1 – 10	100% (full)	>5
Commercial Application and Residential Application	Years 11 – 15	90%	>5
Residential Application only	Years 16 – 18	80%	>10
Residential Application only	Years 19 – 22	70%	>10
Residential Application only	Years 23 – 26	60%	>10
Residential Application only	Years 27 – 30	50%	>10

Where the Delta E of installed Products is to be measured, the Purchaser must ensure that the Products, as installed, have been thoroughly cleaned in accordance with the Care & Cleaning Guide immediately prior to such measurement. Delta E measurement cannot be undertaken if the Products are not completely clean.

14. In the event of replacement per 13, the original warranty shall apply to the replaced portion of the Products and will extend for the balance of the warranty period in effect at the time the material proved defective, subject to clauses 15 and 16

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AUSTRALIAN CONSUMER LAW

15. If you acquire goods manufactured or supplied by us as a Consumer, 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.
16. Any rights a Consumer may have under this warranty are in addition to other rights and remedies of a Consumer under law in relation to the goods to which this warranty relates. Nothing in this warranty shall exclude or modify any legal rights a Purchaser and/or Consumer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

OTHER RELEVANT INFORMATION

17. We do not recommend the Products for all end use applications. The Products are intended for decks, boardwalks, and piers. Please refer to our Technical Literature for more information.
18. You should consult the National Construction Code and applicable industry standards before installing structures with specific load-bearing capacities and for other zoning code requirements.

DISCLAIMER

The recommendations in James Hardie's Technical Literature are based on good building practice but are not an exhaustive statement of all relevant information. Further, as the successful performance of the relevant system depends on numerous factors outside the control of James Hardie (e.g. quality of workmanship and design), James Hardie shall not be liable for the recommendations in that Technical Literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the National Construction Code, laws, regulations and standards. It is the responsibility of the designer, specifier, and installer to ensure that the details and recommendations provided in the Technical Literature are suitable for the intended project and that specific design is conducted where appropriate.

Call 13 11 03 or visit www.jameshardie.com.au to obtain written installation requirements or for more detailed technical information.

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