



TREX® LIMITED WARRANTY AUSTRALIA

Trex Company, Inc. (hereinafter “Trex”) warrants to the original purchaser (“Purchaser”) that, for the period of time set forth in the following sentence, under normal use and service conditions, Trex® product (the “Product”) shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. The term of such warranty shall be twenty-five (25) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application. If a defect occurs within the warranty period, Purchaser shall notify Trex in writing and, upon confirmation by an authorized Trex representative of the defect, Trex’s sole responsibility shall be, at its option, to either replace the defective Product or refund the portion of the purchase price paid by Purchaser for such defective Product (not including the cost of its initial installation).

For purposes of this warranty, a “residential application” shall refer to an installation of the Product on an individual residence, and a “commercial application” shall refer to any installation of the Product other than on an individual residence.

Notwithstanding the foregoing, (a) the term of the warranty for the LED lights and housing for Trex DeckLighting™ shall be seven (7) years, the term of the warranty for the LED lights and housing for Trex LandscapeLighting™ shall be five (5) years, the term of the warranty for the dimmer, timer and transformer for both shall be three (3) years, and the term of the warranty for the motion controller for both shall be one (1) year, in each case provided that a Trex transformer is used (with no warranty on any components if a Trex transformer is not used), and any other parts or accessories shall not be warranted; (b) with respect to hardware for the Trex Surroundings® gate (gate frame, hinges and screws), the term of the warranty shall be five (5) years, (c) with respect to Trex Decorative Balusters, the term of the warranty covering the paint coating shall be ten (10) years, and shall be prorated in the following manner: 100% replacement for the first five (5) years; and 50% replacement for the next five (5) years, (d) the term of the warranty for Transcend Product used as outdoor cladding shall be twenty-five (25) years for both a residential application and a commercial application, and (e) this warranty shall not apply to Trex Elevations® steel deck framing, Trex Signature® aluminum railing and TrexTrim™ (which each have separate warranties).

TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, THIS WARRANTY SHALL NOT COVER AND TREX SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE PRODUCT OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.

With respect to a residential application, this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Product was originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Product was originally installed.

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to Trex, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Trex Company, Inc.
Customer Relations
160 Exeter Drive
Winchester, VA 22603-8605

Trex does not warrant against and is not responsible for any condition attributable to: (1) improper installation of Product and/or failure to abide by Trex’s installation guidelines, including but not limited to improper gapping; (2) use of Product beyond normal use and service conditions, or in an application not recommended by Trex’s guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Product is installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains); (5) variations or changes in color of Product; (6) improper handling, storage, abuse or neglect of Product by Purchaser, the transferee or third parties; or (7) ordinary wear and tear.

No person or entity is authorized by Trex to make and Trex shall not be bound by any statement or representation as to the quality or performance of Product other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Trex and Purchaser.

TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, UNDER NO CIRCUMSTANCES WILL TREX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND TREX’S LIABILITY FOR NON-PERSONAL INJURY CLAIMS WITH RESPECT TO DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCT OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

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 for 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. The benefits under this Warranty are in addition to other rights and remedies under a law in relation to the goods to which this warranty relates.

This warranty shall only be applicable and enforceable in Australia.

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