

TimberLuxe Series — Composite Decking

Warranty valid from 17/06/2026.

1. General

This warranty is given by Last Elegance, of Jianhong Road, Deyang City, Sichuan Province, China. Telephone: +86 185 8106 9922. Email: xuan@lastelegance.com. Website: www.lastelegance.com/au ('Our', 'We' or 'Last Elegance').

Last Elegance is the manufacturer of the TimberLuxe range of wood-plastic composite decking boards, as specified at www.lastelegance.com/au ('the Goods'), supplied to its customers ('You' or 'Your') and purchased through Last Elegance or its authorised retailers and distributors. All other Last Elegance products are excluded from this warranty.

To the maximum extent permitted by law, all other warranties whether implied or otherwise, that are not set out in this warranty are excluded, and Last Elegance is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate You for any direct or consequential loss or damage of any nature whatsoever.

2. Rights under the Australian Consumer Law (ACL)

The benefits to You under this warranty are in addition to other rights and remedies You may have under applicable laws in relation to the Goods to which this warranty relates.

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.

3. Definitions

"Residential Application" means installation in buildings falling solely within building classification classes 1–4 under the National Construction Code 2022.

"Non-Residential Application" means installation in buildings which do not fall within the definition of Residential Application.

"Structural Defect" means rot, fungal decay, structural failure or loss of structural integrity under the rated load, or damage caused by termite or other insect attack, in each case arising under normal use and maintenance and not otherwise excluded under this warranty.

"Surface Fade" means a change in surface colour, measured in accordance with ASTM D2244 and excluding the initial weathering that occurs within the first ninety (90) days after installation, that exceeds the colour-variation range stated in the Last Elegance Technical Data Sheet for the relevant Good (a colour difference, or Delta E, beyond the published threshold for that colour).

"Installation Guide" and **"Technical Data Sheet"** mean the then current versions of those documents published by Last Elegance at www.lastelegance.com/au/resources (or such other location advised by Last Elegance) at the date of purchase of the relevant Goods.

4. Warranty against defects

Provided each of the following conditions has been met:

- the Goods have been stored, handled, installed and maintained in accordance with the then current version of the Last Elegance Installation Guide and maintenance instructions at the date of purchase of the relevant Goods (or as subsequently notified by Last Elegance), available at www.lastelegance.com/au/resources or such other location advised by Last Elegance, including the use of the Last Elegance fastening and fixing system supplied for the Goods;
- the activity parameters do not exceed the load or support-spacing thresholds set out in the Last Elegance Technical Data Sheet for the relevant Good at the date of purchase (including, without limitation, the maximum joist spacing for the decking boards); and

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- the purchase of the Goods from the original place of purchase ('the Seller') is evidenced by Your receipt or other 'proof of purchase' as reasonably determined by Last Elegance,

You will be entitled to claim against this warranty in the event the Goods are defective by reason of a Structural Defect or Surface Fade, subject to, and to the extent of, the conditions set out in this warranty, including the Extent of Our Liability, the applicable Warranty Periods (which differ for Structural Defect and Surface Fade) and the Exclusions.

Custom-made Goods. Custom colours, surface textures, profiles, shapes and dimensions that are produced by Last Elegance to Your specification and ordered through Last Elegance are covered by this warranty on the same terms as standard Goods. However, any colour, finish, coating, texture or modification applied to the Goods after manufacture by any person other than Last Elegance is not covered and will void this warranty (see Exclusions).

Last Elegance reserves the right to inspect the premises where the Goods have been installed as part of any warranty claim investigation, and to inspect and conduct tests of the Goods that are the subject of a claim at any time after a claim is made, in order to determine whether the Goods are defective and whether the conditions in this warranty have been met.

Warranty Period

Each Warranty Period commences on the date of purchase of each Good, as evidenced by the receipt or other proof of purchase from the Seller showing the date of purchase. This warranty provides two separate Warranty Periods — one for Structural Defect and a shorter one for Surface Fade — which expire as follows:

Coverage	Residential Application	Non-Residential Application
Structural Defect Warranty	30 years from date of purchase	15 years from date of purchase
Surface Fade Warranty	23 years from date of purchase	11 years from date of purchase

A Structural Defect claim must be made within the Structural Defect Warranty Period, and a Surface Fade claim must be made within the Surface Fade Warranty Period. Subject to the Exclusions, the maximum reimbursement for any valid claim is determined by the Year of Claim in accordance with Table A below.

Extent of Our Liability

Where Last Elegance has determined that You have a valid claim under this warranty, it will, in its sole and absolute discretion, offer You one of the following:

- repair of the defective Goods; or
- replacement of the defective Goods with the same or equivalent Goods; or
- reimbursement of the original purchase price of the defective Goods, subject to the maximum liability set out in Table A below.

Table A sets out the maximum reimbursement amount (as a percentage of the original purchase price of the defective Good) for any claim or number of claims in relation to the defective Goods under this warranty. The "Year of Claim" is calculated from the date of purchase of the applicable defective Good. "N/A" indicates that the Non-Residential Warranty Period has expired and no reimbursement is available for a Non-Residential Application.

Year of Claim	Residential Application	Non-Residential Application
0–7	100%	100%
8–9	100%	80%
10–11	100%	60%
12–13	100%	40%
14	100%	20%
15	100%	10%
16–18	80%	N/A
19–21	60%	N/A
22–24	40%	N/A

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Year of Claim	Residential Application	Non-Residential Application
25–27	20%	N/A
28–30	10%	N/A

Where Last Elegance provides repaired or replacement Goods under this warranty, those Goods will only be covered by this warranty for the remainder of the original Warranty Period applying to the original defective Goods.

5. Exclusions

This warranty does not cover, and shall be deemed void, in the following circumstances:

- 5.1 where the Goods are damaged, including accidental damage, due to cause(s) beyond the reasonable control of Last Elegance;
- 5.2 Goods not stored, handled, installed or maintained in accordance with the then current Last Elegance Installation Guide and maintenance instructions at the date of purchase (or as subsequently notified by Last Elegance), including the use of alternative fixings or attachment mechanisms not supplied or approved by Last Elegance;
- 5.3 damage or failure resulting from the ground, or the supporting structures or sub-frame upon which the Goods are installed, moving, distorting, collapsing or settling;
- 5.4 damage or failure resulting from severe weather or natural phenomena such as fire, bushfire, cyclones, severe storms, lightning, tornado, hail, earthquake, flood or other natural disasters. The Goods are not fire-rated for bushfire-prone areas and are not warranted against fire or heat;
- 5.5 Goods exposed to incompatible substances, including compounds of acidic or basic pH, paints, stains and building products, solvents, metallic rust, fuel, motor oil and mechanical grease, herbicides, fungicides and insecticides, fertiliser and plant food, corrosive materials, fire retardants or chemical treatments;
- 5.6 damage or failure caused by condensation, poor ventilation or contact with moisture-retaining substances;
- 5.7 damage or failure caused by heat, including direct or indirect exposure to high temperatures (for example fire pits, boiling oils or fats, or barbecue coals);
- 5.8 damage, failure or punctures to the surface of the Goods due to neglect, misuse or abuse, including but not limited to storing, dropping, dragging or pushing heavy or sharp objects across the Goods;
- 5.9 damage or failure caused after delivery of the Goods to the Seller;
- 5.10 fair wear and tear, including scratching, scuffing and natural weathering;
- 5.11 variations in material finish or shading arising from the natural characteristics of wood-plastic composite Goods, and slight differences between production batches. Over time the colour or appearance of the Goods may change. All stated dimensions are nominal only and minor variations may occur through standard manufacturing. Such variations do not constitute a defect and do not affect the performance of the Goods;
- 5.12 Goods used for uncommon or unintended purposes, as reasonably determined by Last Elegance;
- 5.13 Goods which have been illegally installed or installed without appropriate permits and approvals;
- 5.14 Goods sold, reused or repurposed as seconds, irregulars or short lengths;
- 5.15 damage or failure occurring for a reason or reasons disclosed to You (in writing or otherwise) prior to Your purchase of the Goods;
- 5.16 refurbished, reused, repurposed or ex-display Goods; and
- 5.17 Your change of mind.

NOTE: the application of any additional surface finish, including paints, stains or other coating materials, by any person other than Last Elegance will void this warranty. The use of additional or alternative fixtures and fittings not supplied by Last Elegance for use with the Goods (for example generic clips, screws, handrails, screens or planter boxes), or items that penetrate the surface of the Goods, will also void this warranty.

6. Transfer of Warranty

This warranty may be transferred on one occasion only — for example, from a builder or contractor to the first owner or occupier of the property where the Goods are installed — provided the transfer occurs within the first five (5) years of the date on which the Goods were originally purchased, as evidenced by the original receipt. The transferred warranty covers only the remainder of the original Warranty Period.

7. Warranty Claim Procedure

To make a claim under this warranty, You, or any person to whom the warranty has been transferred ('the Claimant'), must provide written notification to the original place of purchase (the Seller) or to Last Elegance, by email to xuan@lastelegance.com or via the contact form at www.lastelegance.com/au, within thirty (30) days of the alleged defect first becoming apparent ('Warranty Claim') and within the applicable Warranty Period.

We will contact You as soon as possible after receipt of Your Warranty Claim (we estimate within 10 business days, subject to how long it takes for the Seller to notify Last Elegance of the Warranty Claim) about next steps.

In order for a Warranty Claim to be valid, it must include the following details:

- the current location of the Goods;
- whether the Goods were used for a Residential Application or a Non-Residential Application;
- a clear description of the claimed defect and when it was first noticed;
- photographs of the claimed defect;
- the receipt or other proof of purchase from the Seller showing the date of purchase;
- contact details for the Claimant; and
- the Claimant's preferred outcome of the Warranty Claim.

Following investigation of the Warranty Claim by Last Elegance, the Claimant will be advised in writing of the outcome and of any proposed remedy to be offered by Last Elegance. All decisions by Last Elegance as to the outcome of a Warranty Claim are final. The Claimant is responsible for their own expenses in relation to making a Warranty Claim.