



Manufacturer's Warranty

www.weathertex.com.au 1800 040 080



1. Weathertex Pty Ltd ABN 67 084 713 986 ("Weathertex") warrants that the Products supplied are of first quality, free from defect in material, design and workmanship, and in conformity with the technical specifications detailed in the published Weathertex Technical Information Manual that is current at the date of purchase.

2. Weathertex warrants that the Products will not rot, split or crack for a period of 10 (ten) years from the date of purchase when installed, used and maintained in accordance with Weathertex's current published materials. This warranty applies only where the Products are used in buildings as defined in the Building Code of Australia (BCA), Class 1 to 10a inclusive, but does not apply where the Products are used in other circumstances, including the uses referred to in BCA Class 10b or miscellaneous uses not covered by the BCA (or equivalent in other countries).

3. A reference to Products in these warranty terms and conditions do not include accessory products listed "Accessories" in the Weathertex Price List ("Accessory Products"). Weathertex warrants that the Accessory Products will be free from defect in material and workmanship for a period of 7 years from the date of purchase for the purpose of clarity, the warranties provided in clause 1 and 2 do not apply to Accessory Products.

CONDITIONS OF THE WARRANTY

4. The warranties provided in clauses 1, 2 and 3 are only available to the original purchaser ("Purchaser") who provides Weathertex with proof of purchase and who makes the claim in writing within 30 days from when the defect becomes apparent or should have become apparent.

5. Weathertex will not be liable for any warranty claims made under clauses 1 and 2 if any of the following apply:

- (a) the Products are not installed used or maintained in accordance with applicable instructions and/or specifications, including installation and site conditions provided by Weathertex;
- (b) the building in which the Products are installed does not comply with all relevant Building Codes and Regulations, Standards, and Council requirements;
- (c) the Purchaser has not complied with any service instructions which Weathertex may give or any subsequent request as to a modification of the Products which Weathertex may make from time to time in writing;
- (d) the defect is caused by the use of materials, parts or accessory products that are not supplied, recommended, or approved by Weathertex;

(e) the Products are not maintained, prepared or installed by authorised installation contractors in circumstances where Weathertex has directed the Purchaser to ensure that the Products are maintained, prepared or installed by such authorised installation contractors; or

(f) the repair, rectification or replacement of the Products has been required as a result of normal wear and tear or necessitated in whole or in part by the fault or negligence of any person other than Weathertex.

6. Further to clause 5 and without limiting clause 5, Weathertex, under no circumstances will be liable for any claims, damages, or defects arising from or in any way attributable to:

- (a) acts of God, fire, flood or other severe weather conditions or unusual climatic conditions;
- (b) performance of paint/coatings applied to the Products;
- (c) development of any algae, bacteria or fungi on the Products (whether on the exposed or unexposed surfaces);
- (d) poor workmanship; or
- (e) any other losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits arising in contract or negligence.

REMEDIES

7. Should the Purchaser's warranty claim be made under clauses 1 and/or 2 be valid, then the remedy provided by Weathertex will be limited to either of the following as chosen by Weathertex:

- (a) Weathertex replacing the Products provided the claim is accepted by Weathertex and subject to such replacement Products being available in the manufacturing inventory at the time the claim is accepted by Weathertex. Otherwise Weathertex will provide such replacement Products when they become available. The cost of replacing the Products being, at all material times, limited to the following sliding scale as in Table 1:
- (b) Weathertex repairing the Products provided the claim is accepted by Weathertex and subject to the cost of repairing the Products being, at all material times, limited to the following sliding scale as in Table 1:

Table 1: Sliding Scale of Warranty Repair Costs

Years of Service (commencing on the date of purchase)	Limit of Warranty Repair Costs covered subject to Claim being accepted
0 to 7 Years	100% of replacement/repairing costs covered by Weathertex
8 to 10 Years	50% of replacement/repairing costs covered by Weathertex



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8. Should the Purchaser's warranty claim be made under clause 3 be valid, then the remedy provided by Weathertex will be limited to Weathertex replacing the Accessory Products provided the claim is accepted by Weathertex and subject to such replacement Accessory Products being available in the manufacturing

inventory at the time the claim is accepted by Weathertex. Otherwise Weathertex will provide such replacement Accessory Products when they become available.

9. The Purchaser is not entitled to any other remedies with respect to a warranty claim.

10. Any replacement works will be conducted in accordance with the Building Codes and Regulations, Standards, and Council requirements applicable at the time of construction. Where the Building Codes and Regulations, Standards, and Council requirements have changed after the Products were purchased, Weathertex will not be responsible for any costs associated with ensuring that the replacement works comply with the updated Building Codes and Regulations, Standards, and Council requirements.

11. Where an approved claim requires re-coating of the Products the Purchaser acknowledges and agrees to accept minor colour

variations between the existing or original colour and the re-coated replacement Products.

12. Except as provided for in these terms and to the fullest extent permitted by law, all terms, statements, warranties and conditions whether express, implied, statutory or otherwise, relating to the subject matter of these terms or to these terms generally are excluded. Nothing contained herein excludes or modifies any rights the Purchaser may have under the Australian Trade Practices Act 1974 (Cth) (or equivalent in other countries).

DISCLAIMER

13. Recommendations made by Weathertex are based on good building practice and are not a complete statement of all relevant data. As the installation of the Products rely on factors outside the control of Weathertex, Weathertex assumes no responsibility for works/systems used in connection with the installation of the Products and their suitability to satisfy relevant Building Codes and Regulations, Standards, and Council requirements.