

## MANUFACTURER'S WARRANTY

1. Weathertex Pty Ltd A.B.N 67 084 713 986 ("Weathertex") warrants that the Products supplied are of first quality, free from material defect in materials, design and workmanship, and in conformity with the technical specifications detailed in the published Weathertex Installation Guide that is current at the date of purchase. This statutory warranty applies for a period of 12 months from the date of purchase in addition to the following clauses.
2. **Natural Board** - Weathertex warrants that its Natural (Brown) Board Products will not rot, split or crack for a period of 7 (seven) years from the date of purchase when installed and maintained in accordance with Weathertex's current published materials.  
**Pre Primed Exterior Board/High Impact Board and Rubix Panel** - Weathertex warrants that its Exterior Board Products will not rot, split or crack for a period of 10 (ten) years from the date of purchase when installed and maintained in accordance with Weathertex's current published materials.  
**Pre Primed Board** - Weathertex warrants that its pre primed board Products will not rot, split or crack for a period of 25 (twenty-five) years from the date of purchase when prepared, installed and maintained in accordance with Weathertex's current published materials.
3. A reference to Products in these warranty terms and conditions does 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 purposes of clarity, the warranties provided in clause 1 and 2 do not apply to Accessory Products.
4. The benefits to the purchaser given by the warranties set out in clauses 1 to 3 are in addition to other rights and remedies of the purchaser under Australian Consumer Law in relation to the Weathertex products and accessories.

### CONDITIONS OF THE WARRANTY

5. 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 the point in time when the defect becomes apparent or should have become apparent.
6. 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 (including the published Weathertex Installation Guide that is current at the date of purchase);

- (b) the building in which the Products are installed does not comply with all relevant Building Codes and Regulations, Standards, and Council/Authority/Regulator 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 is 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.

7. Further to clause 6 and without limiting clause 6, 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.
8. The Product is subject to natural variation in finish and presentation as a result of the manufacturing process. The purchaser / builder / installer must ensure the Product meets aesthetic expectations prior to installation. Subject to the terms and conditions of this warranty, after installation of the Product, Weathertex is not liable for claims arising from aesthetic surface variations if such variations were, or would upon reasonable inspection have been apparent prior to the installation.

### REMEDIES

9. Should the Purchaser's warranty claim made under clauses 1 and/ or 2 be valid within the relevant warranty period, then the remedy provided by Weathertex will be limited to either of the following (where possible) 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.

(b) WeatherTex repairing the Products provided the claim is accepted by WeatherTex.

10. Should the Purchaser's warranty claim 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.
11. The Purchaser is not entitled to any other remedies (that is apart from the remedies detailed in clauses 8 and 9) with respect to a warranty claim under clauses 1, 2 or 3.
12. This warranty cannot be relied upon by any other person and is not transferable.
13. Any replacement works will be conducted in accordance with the Building Codes and Regulations, Standards, and Council/Authority Regulator requirements applicable at the time of construction. Where the Building Codes and Regulations, Standards, and Council/ Authority Regulator 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/ Authority Regulator requirements.
14. 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 or rectification areas.
15. 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 Products, the Accessory Products, 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 Competition and Consumer Act 2010 (or equivalent in other countries as determined by WeatherTex in its sole discretion).

#### DISCLAIMER

16. 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 is influenced by and relies 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/Authority /Regulator requirements.

17. Unless specifically stated otherwise, the warranties under clauses 1, 2 and 3 apply only to WeatherTex products purchased and installed according to the WeatherTex Installation Guide in Australia, New Zealand and the WeatherTex International Installation Guide.

#### AUSTRALIAN CONSUMER LAW

18. 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.

#### MAKING WARRANTY CLAIMS

19. The claimant (being the Purchaser) must make all warranty claims in writing. The claimant must be the original purchaser of the WeatherTex product and must retain the purchase receipt (in relation to the purchase of the product) as proof of purchase. Proof of purchase must be provided to WeatherTex as part of the warranty claim.

Warranty claims (and claims for reasonable costs and expenses in making the claim as referred to in clause 18) can be addressed to WeatherTex by post, fax or via e-mail as follows:

The Manager  
 WeatherTex Pty Ltd  
 PO Box 21  
 Raymond Terrace NSW 2324  
 Phone 1800 040 080  
 Fax 1800 647 926  
 E-mail sales@weathertex.com.au

20. WeatherTex will respond to all warranty claims. This response may include an inspection by a WeatherTex representative of the installed Product. The claimant will bear all costs and expenses of making the claim. However reasonable costs and expenses will be reimbursed to the claimant in the event that the claim is accepted by WeatherTex.

As of 26th February 2015.