

**DURABRIC™ PANELS HAVE A LIMITED 10-YEAR WARRANTY AS DETAILED BELOW.****WARRANTY**

1. **Subject to the conditions and limitations set out below, DuraBric™ warrants that:**
  - (i) the Product will be free from defects due to defective factory workmanship or materials for the relevant Product Warranty Period from the date of purchase of the relevant Product; and
  - (ii) any associated accessories supplied used in the application of the DuraBric™ Cladding System manufactured by DuraBric™ will be free from defects due to defective factory workmanship or materials for a period of 12 months from their date of purchase.
2. **This warranty is not transferable and is only provided to and may only be relied upon by:**
  - (i) the first purchaser of the Product(s) from DuraBric™; and
  - (ii) the last purchaser of the Product(s) prior to installation.
3. If a breach of this warranty occurs, DuraBric™ will, (at DuraBric™'s option) either: supply replacement Product(s); rectify the affected Product(s); or pay for the cost of the replacement or rectification of the affected Product(s).

**WARRANTY CONDITIONS & EXCLUSIONS**

4. **This warranty only applies in respect of a particular Product if:**
  - (i) the Product is used in an appropriate application in accordance with relevant DuraBric literature current at the time of installation; and
  - (ii) the Product is installed and maintained strictly in accordance with the relevant DuraBric literature current at the time of installation and in conjunction with the components or products specified in the literature. To obtain copies of such literature go to [www.durabric.com.au](http://www.durabric.com.au) or contact DuraBric™ on 1300 665 341.
  - (iii) 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 trade practice; and
  - (iv) the Product is used in an application designed and constructed in strict compliance with all relevant provisions of the current Building Code of Australia and applicable regulations and standards; and
  - (v) DuraBric™ is given reasonable opportunity to inspect any allegedly defective Product(s) where they are installed and before any attempt is made to remove or repair them; and
  - (vi) the requirements for bringing a claim under the warranty are complied with.
5. Without limiting any other terms of this warranty, this warranty does not cover and DuraBric™ will not be liable for damage or 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 in any way attributable to:
  - (i) use of abrasive or harsh cleaning materials or any other cleaning practices not in accordance with the relevant Product's installation guide; or
  - (ii) use of the Product in applications not recommended by DuraBric™; or
  - (iii) poor workmanship or installation, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, efflorescence, normal wear and tear, growth of mould, mildew, fungi, bacteria, or any organism on any Product surfaces or Product (whether on the exposed or unexposed surfaces).
6. **This warranty does not cover and DuraBric™ is not liable for:**
  - (i) any natural variation between Product panels that occurs as part of the manufacturing process; orThe builder/installer must ensure all Products meet aesthetic requirements before installation. Subject to the terms of this warranty, after installation of a Product, DuraBric™ is not liable for claims arising from aesthetic variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation.
7. **Subject to clauses 13 and 14:**
  - (i) All 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(s), are excluded to the fullest extent allowed by law.
  - (ii) To the extent possible at law, DuraBric™ excludes all liability for any loss or damage (whether direct or



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indirect) including property damage or personal injury, consequential loss, economic loss, or loss of profits, arising from the purchase of the Product(s) whether arising in contract, tort (including negligence), statute or equity.

(iii) If, or to the extent that, it is not permitted at law to exclude any warranties, conditions, liabilities or obligations or to limit or exclude liability arising from the breach of any such warranties, conditions, liabilities or obligations or the purchase of the Product(s), DuraBric™'s liability is limited to the maximum extent permitted at law including but not limited to, where so permitted, at DuraBric™'s option:

- a. the replacement of the Product(s) or the supply of equivalent Product(s);
- b. the repair of the Product(s);
- c. the payment of the cost of replacing the Product(s) or of acquiring equivalent Product(s); or
- d. the payment of the cost of having the Product(s) repaired.

8. DuraBric™ will take reasonable steps to ensure that replacement Product(s) are available for a reasonable period after Product(s) are supplied. However, replacement Product(s) may not be available from DuraBric™ in the same shape, type or colour as the Product(s) originally supplied and even if the same colour Product(s) are available, there may be a slight colour variation between the original and any replacement Product(s) due to the effects of weathering and variations in materials over time. DuraBric™ is not liable for any such colour differences. If replacement Product(s) of the same shape, type or colour are not available, DuraBric™ will provide replacement Product(s) from its then current range as are as close in nature to the original products as reasonably possible in satisfaction of its obligations under this warranty.

#### **MAKING A CLAIM UNDER WARRANTY**

To make a claim under this warranty, a person must provide proof of purchase of the Product(s) and make a written claim to DuraBric™ at the address set out below, either within 30 days after the defect would have become reasonably apparent or, if the defect would have been reasonably apparent prior to installation.

In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the panels and therefore to this warranty, all expenses incurred as a result of claiming under this warranty are to be borne by the claimant.

In the circumstances where the Australian Consumer Law does apply in respect of the purchase of the panels and therefore to this warranty, if DuraBric™ accepts or it is determined by DuraBric™ that the claimant has a valid claim under this warranty, DuraBric™ will bear the claimant's reasonable costs of claiming under this warranty. The claimant is responsible for all other costs of claiming under this warranty. All claims for such costs are to be notified to DuraBric™ at the address outlined below within 21 days from when the claimant first makes a claim under this warranty.

If you wish to make a claim under this warranty, please contact Ask DuraBric™ on 1300 665 341, visit [www.durabric.com.au](http://www.durabric.com.au), email DuraBric™ or write to DuraBric™ at: DuraBric™ PO Box 347 Campbellfield VIC 3071.

#### **IMPORTANT NOTE**

If you acquire goods manufactured by DuraBric™ as a consumer according to the Australian Consumer Law, 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.

Any rights a consumer may have under this warranty are in addition to other rights and remedies of a consumer under a law in relation to the goods to which this warranty relates that cannot be excluded or modified. 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.

#### **MAINTENANCE & CLEANING OF DuraBric™**

DuraBric™ is to be maintained as any painted product without the use of abrasive or harsh cleaning materials or any other harsh cleaning practices such as pressure washers or similar. Acrylic paints and non-acidic cleaners must only be used and for cleaning it is recommended no chemical harsher than dishwashing liquid be used to clean the panels.

