

Warranty Statement

WARRANTY

1. Subject to the terms of this warranty statement, **Thermakraft Australia Pty Limited (“Thermakraft”)** warrants to the original purchaser of a Thermakraft product (**“the Product”**) that the Product will, subject to compliance with the conditions below, be free from defects due to defective factory workmanship or materials and to the extent set out in Thermakraft’s relevant “Published Literature” (which includes the Datasheet, Product Label and Installation Guides) current at the time of purchase. Thermakraft warrants to the original purchaser of any accessories in respect of the Product supplied by Thermakraft that such accessories will be free from defects due to defective factory workmanship or materials.
2. Nothing in this warranty shall exclude or modify or limit the implied consumer guarantees under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) the Australian Consumer Law (**“ACL”**). The benefits contained in this warranty are in addition to the other rights of the consumer contained in the ACL in relation to the Product. For the avoidance of doubt, under the ACL a person does not acquire goods as a consumer if they acquire the Product for purposes other than personal, domestic or household use or consumption, or for the purposes of using them up or transforming them in trade or commerce:
 - (a) in the course of a process of production or manufacture; or
 - (b) in the course of repairing or treating other goods or fixtures on land.
3. The term of the warranty for the Product is 15 years from the date of purchase. Thermakraft is not liable for any claim under this express warranty that is not lodged by the original purchaser within the term of the warranty.
4. The entity giving this warranty is Thermakraft Australia Pty Limited (ABN 98 616 997 169), a duly incorporated company having its business address at 3 Bungaleen Ct, Dandeenong VIC 3175. Its contact details are as follows:
 - (a) Telephone: **1800 960 338**
 - (b) Email: **info@thermakraft.com.au**

CONDITIONS OF WARRANTY

This warranty is strictly subject to the following conditions:

5. Thermakraft will not be liable for breach of warranty unless the claimant has a valid claim and submits a claim in writing to Thermakraft using the contact details in clause 4. The written claim must be made within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
6. The claim to Thermakraft must include the following:
 - (a) proof of purchase;
 - (b) the name, physical address, phone number and email address of the original purchaser (as the claimant);
 - (c) the name and address of the licensed building practitioner (registered with the relevant state or territory building authority) (**“Licensed Building Practitioner”**) who completed the installation (if any); and
 - (d) the date on which the defect became apparent.For the avoidance of doubt, Thermakraft will not process any claim under this warranty unless the claim includes all of the relevant documents and/or information set out in this clause 6.
7. The warranty is personal to the original purchaser of the Product and is not transferable.
8. The Product must be installed by or under the direct supervision of a Licensed Building Practitioner strictly in accordance with the relevant Thermakraft Published Literature for the Product current at the time of installation. The Product must be installed in conjunction with the components or products specified in the Published Literature.
9. The Product must be installed in accordance with all applicable legal requirements.
10. All other products, including coating and joining systems, applied to, or used in conjunction with the Product must be verified or tested by a Licensed Building Practitioner (or an appointed accredited laboratory) as compatible with the Product with satisfactory result before installation, and applied or installed by a Licensed Building Practitioner and maintained strictly in accordance with the relevant manufacturer’s instructions and good trade practice.

11. To the extent possible, the claimant must stop using the Product as soon as the defect becomes apparent.
12. The project in which the Product is used must be designed and constructed in strict compliance with all relevant provisions of the current Building Code of Australia as part of the National Construction Code (as adopted by the relevant states or territories Act, Regulations and standards) ("**Building Code**"), and in accordance with the terms specified in any building permit issued by the local or territorial authority in which the project is being undertaken. If requested by Thermakraft, the claimant must provide a copy of the building permit.
13. The claimant agrees to provide information in relation to the installation and/or maintenance of the Product reasonably requested by Thermakraft in assessing any claim. Thermakraft is not liable for under this warranty if the requirements set out in clauses 8 to 12 have not been satisfied.
14. Notwithstanding any other provision contained in this warranty, the claimant's sole remedy for breach of this warranty is that Thermakraft will, at its sole discretion, elect to:
 - (a) supply a replacement for the defective product;
 - (b) rectify or repair the defective product; or
 - (c) pay the cost of the replacement or rectification of the defective product limited to the recommended retail price or the depreciated value (whichever is less).

If a defective product is repaired or rectified, the original warranty period will continue to apply based on the original date of purchase of the relevant product.

To the maximum extent permitted by law, Thermakraft's liability for failing to comply with any statutory guarantee (or liability under any other warranty, condition or indemnity that cannot be excluded) is limited in the same manner as set out in this clause 14.
15. The claimant is responsible for its expenses in making any claim against Thermakraft under this warranty.
16. If Thermakraft determines that a claim is not valid, Thermakraft may charge the claimant for any labour, materials or transport costs incurred by it in assessing the claim.
17. To the maximum extent permitted by law, except as expressly set out in this warranty or arising under the ACL, Thermakraft will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, Thermakraft will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement or structural movement and/or movement of or failure 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, normal wear and tear, growth of mould, mildew, fungi, bacteria or any organism on any Product surface or Product. It is a condition of this warranty that the claimant indemnifies Thermakraft against any and all of these excluded losses, damages and claims.
18. To the maximum extent permitted by law, Thermakraft limits its liability in relation to any consequential losses proven to be payable to the claimant due to Thermakraft's failure to meet this warranty, but only to the extent that it places the consumer in the position it would have been if this warranty was met.
19. To the maximum extent permitted by law and subject to clause 20, all warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded.
20. Our goods come with guarantees that cannot be excluded under the ACL. 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.
21. Any references to statutes or statutory provisions in this warranty include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinated legislation made under them.

Thermakraft Australia Pty Limited / 1800 960 338

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