



# Thermakraft™

# WARRANTY STATEMENT

## WARRANTY

1. Thermakraft Australia Pty Ltd (ACN 616 997 169) (“**Thermakraft**”) warrants to the original purchaser of any product listed on the back page (“**Product**”) that, subject to compliance with the conditions below, the Product will be free from defects due to defective factory workmanship or materials and will perform as specified in Thermakraft’s product specification literature. The defect must appear within 7 years from the date of purchase in order for the original purchaser to claim under this warranty.
2. The following statements also apply if you, as the original purchaser, are acquiring the Products as a ‘consumer’ for the purposes of the Australian Consumer Law:
  - a. 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.
  - b. The benefits to you given by this warranty are in addition to your other rights and remedies under a law in relation to the goods or services to which this warranty relates.
3. The details of the person who gives this warranty are: Thermakraft Australia Pty Ltd ACN 606 997 169, Address: 19 Elliot Place, Ringwood East VIC 3134, Phone: 03 9870 5880 Email: sales@thermakraft.com.au

## CONDITIONS OF WARRANTY

**This warranty is strictly subject to the following conditions:**

3. Thermakraft will not be liable for breach of warranty unless the claimant submits a claim in writing to Thermakraft at the address stated above. The claim must include the following details:
  - a. Proof of purchase;
  - b. The claimant’s name, physical address, phone number and email address;
  - c. Name and address of installer (if any);
  - d. Date on which defect became apparent.
4. The claimant must submit the warranty claim either:
  - a. within 30 days after the defect would have become reasonably apparent; or
  - b. if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation.
5. The warranty is not transferable.
6. The Product must be installed by or under the direct supervision of a registered or licensed building practitioner and maintained strictly in accordance with the relevant Thermakraft literature current at the time of installation and it must be installed in conjunction with the components or products specified in the literature. The Product must be installed in accordance with all applicable legal requirements, including Australia’s National Construction Code (“**Code**”). Furthermore, all other products, including coating and joining systems, applied to, or used in conjunction with the Product must be applied or installed by a registered or licensed building practitioner and maintained strictly in accordance with the relevant manufacturer’s instructions and good trade practice. If requested by Thermakraft, the claimant must provide proof of the matters referred to in this clause 6.
7. The project in which the Product is used must be designed and constructed in strict compliance with all relevant provisions of the Code, regulations and standards and in accordance with the terms specified in any building consent 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 consent.

8. If Thermakraft determines that the claim is valid, then the claimant' sole remedy for breach of this warranty will be limited to (at Thermakraft's election) to either:

- a. supplying replacement product;
- b. rectifying the affected product; or
- c. paying the cost of the replacement or rectification of the affected product.

If a product is repaired or rectified, the original 7-year warranty period will continue to apply from the date of the purchase of the original 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 8.

9. The claimant is responsible for its expenses in making any claim against Thermakraft under this warranty.

10. If Thermakraft determines that your claim is not valid, Thermakraft may charge you for any labour, materials or transport costs incurred by it in assessing the claim.

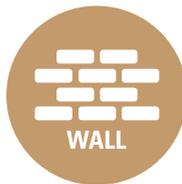
11. To the maximum extent permitted by law, except as expressly set out in this warranty, Thermakraft will not be liable to any person for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, Thermakraft will not be liable to any person for any claims, damages or defects arising from or in any way attributable to damage caused during transport or handling after despatch from Thermakraft, 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,

## THE PRODUCT



### Synthetic Underlay

- Covertex 407 Roof Underlay



### Synthetic Underlay

- Thermakraft Coverup Housewrap
- Thermakraft Watergate Plus Housewrap
- Thermakraft 290 Houserwap



### Window Flashing Tapes

- Aluband Flashing Tape

### Penetration Seals

- Multi-Fit cable and pipe seals

### Joining Tapes

- Aluband Xtreme



**Customer Services**  
(03) 9870 5880.

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[www.thermakraft.com.au](http://www.thermakraft.com.au)

The recommendations contained in Thermakrafts literature are based on good building practice, but are not an exhaustive statement of all relevant information and are subject to any conditions contained in the Warranty. All product dimensions and performance claims are subject to any variation caused by normal manufacturing process and tolerances. Furthermore, as the successful performance of the relevant system depends on numerous factors outside the control of Thermakraft (for example quality of workmanship and design), Thermakraft shall not be liable for the recommendations in that literature and the performance of the Product, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code, regulations and standards.