

Thermakraft

WARRANTY

1. Thermakraft Industries Australia Pty Ltd (**Thermakraft**) warrants for a period of 7 years from the date of purchase that, subject to compliance with the conditions below the **Product** (as per list on back page), will be free from defects due to defective factory workmanship or materials and will be resistant to cracking and rotting to the extent set out in Thermakraft's relevant published literature current at the time of installation.
2. Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

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 Industries Australia Pty Ltd, P O Box 6016, Ringwood East, VIC 3135. The claim must include the following details:
 - a. Proof of purchase;
 - b. The claimant's name and 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 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.
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.

8. If Thermakraft determines that the claim is valid, Thermakraft has sole discretion, to either:
 - a. supply replacement product;
 - b. rectify the affected product; or
 - c. pay the cost of the replacement or rectification of the affected product.
9. The claimant is responsible for its expenses in claiming the 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. Thermakraft will not be liable 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 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.
12. All warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law. In particular, where the Product is purchased to be resold or to be transformed into a product that is sold, the guarantees contained in the Australian Consumer Law do not apply.

DISCLAIMER

The recommendations contained in Thermakraft's 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.

Thermakraft

Product

Covertex 407

Thermakraft Coverup Housewrap

Thermakraft Watergate Plus Housewrap

Aluband Flashing Tape

Thermakraft 290

Multi fit pipe and cable seals

Aluband Xtreme