

Letter of Warranty

Australia

1. This warranty ('Warranty') is provided by Promat Australia Pty Ltd (ACN 079 925 750), with its registered office at 1-17 Scotland Rd, Adelaide, SA 5031, Australia, ('Warrantor'). The Warranty is exclusively provided to the purchaser of EQUITONE façade materials ('Purchaser') sold by the Warrantor ('Materials') and distributed through its Australia distributor.
2. The Warranty does not affect or limit in any way whatsoever the mandatory legal remedies upon which the Purchaser can rely under any applicable legislation. If the Purchaser receives compensation under this Warranty, to the fullest extent permitted by law, the Purchaser waives all his/her/its rights to any other remedy and /or compensation. Any payment received by the Purchaser under this Warranty shall, to the fullest extent permitted by law, be deducted from any claim payable under applicable legislation.
3. Subject to the conditions set out in this Warranty, the Warrantor warrants that:
 - (a) at the time of delivery to the Purchaser, the Materials will be in accordance with the material specifications and tolerance limits as stipulated in the material information sheet applicable at the time of delivery and available from www.equitone.com; and
 - (b) the Materials will remain free of defects in material and manufacture for 10 years from the date the Purchaser purchased the Materials from the Warrantor's Australia distributor.
4. The Warrantor will not be liable for any claims, defects or damages arising from or in any way attributable to poor design or detailing, poor workmanship, movement of materials to which the Materials are attached and/or incorrect design of the structure settlement or structural movement, high levels of pollution, general weathering and discoloration, growth of mould, mildew, fungi, bacteria or any other organism on the Materials, and/or acts of God. The latter includes but is not limited to floods, cyclones, earthquakes, other severe weather or unusual climatic conditions and/or performance of paint/coatings applied to the Materials and/or normal wear and tear. As the Materials are cement based, efflorescence is not a defect for which a claim can be made under this Warranty.
5. This Warranty is to be read in conjunction with the Warrantor's instructions, guidelines and technical information regarding the Materials which is available at www.equitone.com (Guidelines). This Warranty does not apply in circumstances where the Materials have been stored, transported, handled, maintained, or used in any manner not in accordance with the standards of good practice and the Guidelines, nor where the Materials have been reused after their initial installation. For the avoidance of doubt, the Guidelines for installation and maintenance of the Materials includes adherence to the Warrantor's installation and technical information and guidelines applicable at the time of delivery to the Purchaser.
6. The Warranty is only applicable if the Materials have been installed using the accessories specified or recommended by the Warrantor in the Guidelines. The Warrantor recommends that only those products, components and systems recommended by it, be used. The project which incorporates the Materials, must be designed and constructed in strict compliance with all relevant provisions of the Building Code of Australia, or other regulations and standards applicable at the time of delivery in the relevant jurisdiction.
7. All other products, including coating systems, applied to or used in conjunction with the Materials must be applied or installed and maintained in accordance with the relevant Guidelines and by qualified tradespeople using good trade practice. For this Warranty to apply, to the extent permitted by law, the Warrantor will need to be satisfied that any defect claimed in the Materials by the Purchaser is attributable to defects in materials or the manufacturing process and not some other cause such as, but not limited to, design, installation or the use of incompatible systems or incorporated products.

8. A Purchaser making a claim under this Warranty does so at their own cost and must prior to any return or attempted repair of the Materials:
 - (a) inform the Warrantor in writing not later than one month after any alleged defect should reasonably have become apparent to the Purchaser;
 - (b) provide the Warrantor with the opportunity to inspect the alleged defect(s);
 - (c) upon first request the Purchaser must:
 - i. provide details of the alleged defect(s);
 - ii. proof of purchase of the effected Materials; and
 - iii. photographs of the alleged defect(s).

If the Purchaser fails to comply with the above, this Warranty will be void to the extent permissible by law.

9. In the event of a valid claim under this Warranty, the Warrantor will at its option replace or repair the Materials using the means and techniques deemed most suitable, supply an equivalent product, or pay for the doing of one of these to the exclusion of all other costs including but not limited to demolition, removal and replacement of the defective Materials and the associated costs. In respect of a valid claim under the Warranty, the Purchaser acknowledges and accepts that there may be slight colour differences between the original and replacement Materials. The Warrantor refers the Purchaser to the Materials information sheet for acceptable colour differences.
10. Other than as expressly set out in this Warranty, and the guarantees and remedies that cannot be excluded under Australian Consumer Law "Schedule 2 of the Competition and Consumer Act 2010 (Cth)" (and any other law), to the extent permissible by law and as set out in this Warranty, the Warrantor excludes all other warranties, guarantees, remedies or conditions express or implied, including all guarantees and warranties that might apply by law, with regard to the Materials.
11. If the Purchaser is a "consumer" under Australian Consumer Law (consumer):
 - (a) the goods come with guarantees that cannot be excluded under the Australian Consumer Law.
 - (b) the consumer is entitled:
 - i. to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage;
 - ii. to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to be a major failure.

The benefits provided to the consumer by this Warranty are in addition to other rights or remedies available to the consumer under the law.

12. To the extent that it is permissible at law, the Warrantor excludes all liability for loss and damage (including all indirect or consequential loss and damage, loss of profits, missed opportunities, envisaged cost savings, loss of production under which form or nature whatsoever) in connection with the Materials. This exclusion does not apply where the Materials are sold to a consumer and is a good of a kind ordinarily acquired for personal, domestic or household use or consumption.
13. The Warranty is to be interpreted and governed in accordance with Australia law.

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