

## WARRANTY

Customer Name: \_\_\_\_\_ Date of installation: \_\_\_\_\_  
Address: \_\_\_\_\_ Invoice number: \_\_\_\_\_  
\_\_\_\_\_ Invoice date: \_\_\_\_\_  
Phone number: \_\_\_\_\_

1. Warranty Provider:

Versiclad Pty Ltd ACN 003 167 753 ("Versiclad")

2. Who is covered?

This Warranty is provided to the Customer named above provided that proof of purchase of the Products is supplied. It cannot be assigned or transferred to any other person or entity.

3. What is covered?

Versiclad has confidence in its products. To provide the Customer with this assurance, Versiclad provides this Warranty for the products named in the above invoice (**Products**), unless specifically excluded. This Warranty covers structural defects and delamination of the Products which are caused during and as a result of the manufacturing process for the Warranty Period of 10 years from the date of the invoice, subject to the limitations and qualifications set out in these conditions.

In the event that a structural defect or delamination of the Product is identified during the Warranty Period, Versiclad will, at its sole discretion, repair or replace the Product that has a manufacturing fault or defect free of charge, subject to the limitations and qualifications set out in these conditions.

4. Limitations and Qualifications:

- (a) In the event of a structural defect or delamination of the Products covered by this Warranty, Versiclad's liability is limited to repairing or replacing the specific roofing panels that have a manufacturing fault or defect. Versiclad will not be liable to repair or replace the whole order of the Products if the defect or fault is only evident in some of the panels supplied. It is at Versiclad's sole discretion as to whether the affected roofing panel(s) is to be repaired or replaced.
- (b) This Warranty is conditional upon the Products being installed in accordance with engineering drawings for the building project (which the Customer acknowledges receipt of at the time of purchase).
- (c) This Warranty does not apply:
  - (i) If the Products are not installed in accordance with the applicable engineering drawings for the building project.
  - (ii) If the Products are specifically excluded from warranty on the invoice.
  - (iii) To any paint or other finishes which are applied to the surface of any Products, whether or not the paint or other finishes are applied before, during or after manufacture of the Products.
  - (iv) Where there has been any alteration to the Product by the Customer after delivery of the Product to the Customer (except for the purpose of correct installation of the Product);
  - (v) To damage caused by persons, equipment, environmental factors or the weather.
  - (vi) To damage caused or contributed by:
    - a. Handling, storage or erection of the Products;
    - b. Structural pressure due to settlement or unusual loads;
    - c. Overplanting;
    - d. Storm and tempest, floods, lightning strike or other acts of nature;
    - e. Corrosion due to pollutants;
    - f. Chemicals and corrosive atmosphere;
    - g. Attack from chemical agents, fumes, liquids or solids other than direct rain falling onto the Versiclad panels;
    - h. Neglect, mistreatment, unintentional or deliberate damage;
    - i. Sustained temperatures above 80°C;
    - j. Contact with soils, ashes, fertilizers or other moisture retaining substances;

- k. Area in metallic direct or indirect contact with lead or copper or dissimilar metals, or subject to the runoff from lead or copper flashings and pipes;
  - l. Failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product;
  - m. Deterioration of the panels caused by contact with green or wet timber or treated pine.
- (d) Versiclad will not be liable to replace or repair Products where the fault or defect has resulted partly or wholly from any of the matters listed in 4(c) above.
- (e) Versiclad will not be liable for any damage to persons or property or for any damages (including but not limited to any contingent or consequential damages) arising from any defect that is covered by this Warranty.
- (f) Versiclad will not be liable for any installation, delivery or labour costs incurred in the removal and disposal of any Products that are the subject of this Warranty. Versiclad will not be liable for the installation, delivery or labour costs of the installation of any replacement products that are provided to the Customer in accordance with this Warranty.
- (g) Written notification of any claim under this Warranty must be made to Versiclad within 7 days of the date of discovery of the fault or defect. If written notification of the defect is not provided to Versiclad within this time limit, Versiclad may in its discretion refuse a claim under this Warranty.
- (h) Versiclad reserves the right to discontinue and/or make changes to any of its products at any time. In the event that a product the subject of a claim under this Warranty is not available, Versiclad shall provide a substitute product to the Customer that in Versiclad's judgement is of a similar grade and quality to the product the subject of a claim under this Warranty, and Versiclad shall have discharged its liability under this Warranty upon delivery of the substitute product.
- (i) To the extent permissible by law, this Warranty excludes all other warranties, conditions, offers, promises or assurances whether express or implied.
- (j) The Customer is responsible for any expense it incurs in making a claim under this Warranty, including but not limited to the costs of removal or installation of the Products or replacement products, delivery and transportation charges and insurances.

5. What you must do to obtain warranty service:

If you wish to make a claim under this Warranty, send proof of purchase of the Products from Versiclad, photo evidence of the alleged defect and a copy of this warranty to Versiclad by post at 27 Helles Avenue, Moorebank NSW 2170 or by email at [info@versiclad.com.au](mailto:info@versiclad.com.au).

6. Rights of Consumers under Australian Consumer Law

- (a) You are regarded as a Consumer for the purposes of the Australian Consumer Law if:
- (i) The amount paid or payable for the Products does not exceed \$40,000; or
  - (ii) The Products are of a kind ordinarily acquired for personal, domestic or household use or consumption unless you acquire the Products for the purpose of resupply, or for the purpose of using it up or transforming it in trade and commerce in the course of a process of production or manufacturer, or in the course of repairing or treating other goods or fixtures on land.
- (b) If you are a Consumer pursuant to the Australian Consumer Law, the sale of our Products to you comes 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 Products repaired or replaced if the Products fail to be of an acceptable quality and the failure does not amount to a major failure.
- (c) The benefits given to you in this Warranty are in addition to and do not detract from any rights and remedies you have under the Australian Consumer Law.
- (d) This Warranty is not intended to change or exclude any statutory consumer rights that cannot lawfully be changed or excluded.