

Warranty



Registration Number:

Warrants to:

.....
(Name of Person or Entity where product is installed):

That all Austratus Decorative Wall and Ceiling System components conform to the standards set out in this document and are subject also to the tabled terms and conditions included (attached).

Print Name of Contractor or Owner:

Project Name:

Sales Order:

Property Address:

Substantial Date of Completion:

Description of Product on Job Site:

.....
I have read and agree to the terms of the Austratus - 5 year finish warranty and acknowledge receipt of a copy of the Warranty Certificate.

Signature of Contractor or Owner: Date: / /

Duly authorised on behalf of Austratus

Name:

Signature: Date: / /

Please send the completed form to hello@modinex.com.au attention to Technical Department .
Acknowledgement will be in the form of a warranty registration number.
Modinex Group can be reached on 1800 156 455

AUSTRALIAN CONSUMER LAW NOTICE

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.

CONDITIONS OF WARRANTY AND MAKING A CLAIM UNDER THIS WARRANTY

Austratus will not be liable for breach of this warranty unless the claimant provides proof of purchase and full payment of the Products invoice and claim is made in writing giving full details of the complaint to AUSTRATUS including your name, address and telephone number, the date of installation, the name of the person or company that installed it, description of how the Product is defective and when you found out that it was defective. The claim should include any photographs taken of the defects. After AUSTRATUS receives your written claim, Austratus will contact the claimant to discuss the claim.

AUSTRATUS will not be liable for breach of this warranty unless the claim is made within 7 days of the claimant becoming aware of a suspected or likely defect in the Product.

Warranty is voided if the installation of the AUSTRATUS system is not compliant with Austratus' generic Form 15 Certification.

AUSTRATUS will accept returns for:

The wrong goods were delivered by AUSTRATUS, in which case there will be no restocking or handling charge if the Products are returned in an undamaged or unsoiled condition and in the original packaging, provided also that the prior written consent of AUSTRATUS is obtained.

Upon receipt of a claim, AUSTRATUS reserves the right to check and inspect the Product. This may involve removal of a sample of the Product for inspection and/or testing. AUSTRATUS will inform claimant by writing within 60 days after inspection, whether the Product is defective under the terms of this warranty.

The claim must be made prior to installation subject to the terms of this warranty as set out below. After installation of the Product, AUSTRATUS is not liable for claims arising from handling of the Product, Product specification, colour, finishing, or aesthetic surface variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation.

If AUSTRATUS determines that the Product is not defective under the terms of this warranty, the claimant shall promptly reimburse AUSTRATUS for the costs of investigation and repair, if any, incurred by AUSTRATUS.

If AUSTRATUS determines that the Product is defective under the terms of this warranty, subject to your rights under the Australian Consumer Law with respect to major failures, AUSTRATUS will, at its election:

1. repair or replace the Product or part of it with the same or equivalent Product;
2. provide a credit to the customer.

This warranty is not transferable and does not cover any other product used or installed in connection with the Product.

Clause 1. Austratus expressly warrants that its aluminium products are free from manufacturing defects in material or workmanship.

When installed according to Austratus specifications and properly maintained, such product is guaranteed against the following:

- 1.1 Warping: The product itself will be free of any warping that is not associated with the substrate and/or structure to which the Austratus system is attached. For the purpose of this warranty, warping of the product(s) not exceeding 2mm out of plane per linear meter, is not claimable under this warranty.
- 1.2 Corrosion: When applied by an approved applicator and properly maintained, such product is further guaranteed against rusting and corroding, subject to the limitations set out in Clause 3.
- 1.3 What we will do. If, during the Limited Warranty Period, the Product is defective in material or workmanship, Austratus will, in its sole discretion, replace the defective portion of the Product. Austratus' replacement of the defective Product of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. AUSTRATUS WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOUR FOR REMOVING ALLEGEDLY DEFECTIVE PRODUCT AND REPLACEMENT THERE OF OR ACCESSORY MATERIALS.
- 1.4 For a period of 12 months from the date of purchase, Austratus warrants that the Product accessories supplied as part of the ceiling or walling system will be free from defects due to factory workmanship and or manufacture.
- 1.5 AUSTRATUS will not be liable for any claims if the Product is not used, assembled and/or installed and maintained strictly in accordance with the relevant Austratus guidelines.
- 1.6 It is a condition of this Austratus Material Warranty that any Product supplied by Austratus is not installed outdoors, or if installed indoors is not fully or partly exposed to sunlight or other elements (as changes to aesthetic appearance, including colour, may occur).

Clause 2. Austratus Wood/Paint Finish to Aluminium

During the warranty period there will be:

- 2.1 Checking/Cracking. No visible checking or cracking of the Austratus Finish.
- 2.2 Chalking Resistance. No chalking of the Austratus Finish in excess of that represented by No.8 rating based on ASTM D4214.
- 2.3 Colour Retention. No colour change of the Austratus Finish greater than 5 (five) CIE Lab AE units calculated in accordance with ASTM 2244 Section 6.3. Colour change shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other 3 contaminants and corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30° C 86° F).
- 2.4 Gloss Retention. Coated surface will exhibit gloss retention of a minimum of 30% of the original. Gloss retention shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants and corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30° C 86° F).
- 2.5 Adhesion. Adhesion of Austratus Finish when initially applied to test panels and measured by reference to AAMA 2604-02 Clause 7.4.2 will show no removal of the film.

Clause 3. Austratus Aluminium Warranty Terms and Conditions

- 3.1 The "Warranty Period" for the warranties in Clause 1 & 2 shall mean the product for as long as the "owner", "purchaser" named above shall own the property on which the material was originally installed and for the warranty it shall mean five (5) years, commencing on the date of completion. Substrate TCR rail is warranted for a further 15 years.
- 3.2 Registration of the product is required for the warranty to be effective. This warranty is valid for the original purchaser and one other owner of the structure where the product(s) have been installed. A warranty number will be issued once the form is completed and signed by all parties.
- 3.3 One time transfer of warranty. Upon change of ownership, this Warranty, if still in effect, may be transferred to the new owner by the original purchaser under the terms and conditions of this Warranty, provided that the transfer must be registered not later than 90 days after transfer of the legal title to the property on which the product is installed; and provided that after the transfer, the Warranty shall be prorated based upon the date of installation. The right to transfer this Warranty is limited to the original purchasers and does not extend to transferees. If the transfer is not registered within ninety (90) days after transfer of the legal title, then Austratus shall have no further obligation under this Warranty.
- 3.4 Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salt or other corrosive elements, including highly aggressive coastal areas within proximity of a body of salt water. Austratus recommends fresh water cleaning and maintenance program be in effect to prevent corrosion from accumulated deposits.
- 3.5 The warranty will not extend or cover:
- The warranty will not be applicable to damage or failure, which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, or other such similar or dissimilar occurrences beyond Austratus' control.
 - Customer shall make available to Austratus, the dates of the installation of the coated metal, the maintenance records including details of washing and cleaning procedures in compliance with the annual cleaning requirements as stated in the Required Maintenance section of this warranty. Customers shall demonstrate their compliance with the terms of the warranty stated herein.
 - Claims must be made in writing to Austratus within 30 days of the discovery of a problem and authorisation obtained prior to beginning any repair and/or refinishing work. The claimant must provide a warranty registration number. Claims can be made by writing to Austratus' Technical Department. After receiving such notice, Austratus must be given a reasonable opportunity to inspect and verify the claim.
 - Austratus exclusive liability under this warranties, or otherwise, will be limited to refinishing and/or repairing, at Austratus' sole discretion. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by Austratus. Colour variance between refinished and/or repainted product and original shall not be indicative of a defect.

- 3.6 This warranty represents the entire agreement between parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. The limited warranties state the entire liability of Austratus with respect to the products covered by them. Austratus shall have no liability for any incidental or consequential damages. No person is authorized to make any representation or warranty on behalf of Austratus except as expressly set forth above, and any such statement shall not be binding on Austratus except as expressly set forth above, Austratus makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Warranties shall be the duration of the limited warranty or such shorter duration as provided under applicable local law. These limited warranties give you specific legal rights, and you may also have other rights which vary from area to area.
- 3.7 NOTHING IN THIS WARRANTY SHALL BE CONSTRUED AS A WARRANTY OF THE WORKMANSHIP OF ANY INSTALLER OR AS IMPOSING ON AUSTRATUS ANY LIABILITY FOR UNSATISFACTORY PERFORMANCE CAUSED BY FAULTY WORKMANSHIP IN INSTALLATION.
- 3.8 Required Maintenance. On an annual basis use a soft sponge or cloth, water and mild detergent, non-abrasive soap with the pH range of 5-9 to clean the powder coated area of dirt, grim and other debris. Pressure washing and the use of harsh detergents or chemicals is not recommended. Include in your maintenance records the following: date, time, specific products used, name of maintenance person and their designation, maintenance company name and general condition of the powder coated finish.

Clause 4. Austratus Timber Profiles Warranty

Austratus Timber Batten warranty is valid from date of purchase. The warranty is not transferable and applies only to the original purchaser of the AUSTRATUS timber profile, subject to compliance with the conditions and limitations of this Warranty below:

- 4.1. For a period of 5 years from date of purchase, Austratus warrants that the Western Red Cedar, Hemlock Products and other species nominated in Austratus' generic Form 15 Certificate are resistant to cracking, splitting, rotting, flaking, splinters or peeling subject to maintenance cycles, ambient air humidity and being installed internally to install instructions. Substrate TCR rail is warranted for a further 15 years.
- 4.2. Timber must be maintained strictly in accordance with our guidelines.

LIMITATIONS OF WARRANTY

1. The Product is subject to natural variation in finish as part of the manufacturing process. The purchaser or their installer/builder is responsible for inspecting, prior to installation, the colour, finish and size of the Product, identifying whether the Product has any other defect or manufacturing fault, and for ensuring the Product meets surface appearance, aesthetic and product specification requirements. Subject to the terms of this warranty, AUSTRATUS is not liable for claims made after the installation of the Product that relate to surface appearance and product specification, including but not limited to scrapes and/or dents, deformation and/or warping, or any after-sale coating applied to the surface of the Product other than by Austratus. Any after-sale coating is applied at the original purchaser or installer/builder's own risk and we accept no responsibility for any resulting Product colour variation and, subject to your rights under the Australian Consumer Law, this extended warranty does not apply to any Products supplied uncoated at date of purchase when installed outdoors, or if changes to aesthetic appearance (including colour) occur when installed indoors and fully or partly exposed to sunlight or other elements. Prior to installation, any Product that has a defect or manufacturing fault must be replaced.

2. The Product must be handled and installed in conjunction with the components or products specified and maintained strictly in accordance with the AUSTRATUS Installation Manual. The Product must be installed in conjunction with the components or products specified in the guidelines.
3. To prolong the life of the Product and to enhance its aesthetic appearance (including colour), the Product must be pre-coated by AUSTRATUS at time of purchase.
4. AUSTRATUS will not be responsible for damage to the Product if the project designed and constructed is not in strict compliance with all relevant provisions of the current Building Code of Australia regulations and standards.
5. AUSTRATUS will not be liable for defects caused by any third party's action, negligence, handling or storage of the Products. AUSTRATUS is also not liable for any loss, damage or expenses suffered by any third party however such losses or expenses are caused.
6. Except as specified in this document and the Australian Consumer Law and to the fullest extent permitted by law:
 - a. AUSTRATUS will not be liable for any claim relating to damage or defects arising from transportation unless the claim is made within 7 days after receipt of the Product;
 - b. AUSTRATUS will not be liable for any claims made after the installation of the Product that relate to surface appearance and product specification or from defects in materials or workmanship;
 - c. AUSTRATUS will not be liable for any claims if the Product is not used, assembled and/or installed and maintained strictly in accordance with the relevant AUSTRATUS guidelines;
 - d. AUSTRATUS will not be liable for any claims relating to damage or defects arising from the Product being stored, installed or otherwise used in temperatures outside the range appropriate for the Product (-20 to 65°C);
 - e. AUSTRATUS will not be liable for any claims relating to efflorescence or performance of any paint or coating that was not applied to the Product by AUSTRATUS;
 - f. AUSTRATUS will not be liable for any loss or damage (whether direct, indirect, consequential contingent or special) including personal injury, property damage, loss of profits, revenue, savings, labour, material or other costs, claims, damages or expenses, however caused, including from breach of this warranty; and
 - g. AUSTRATUS 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 structure movement and/or movement of materials to which the Product is attached.
7. In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product, if AUSTRATUS meets a claim under this warranty that involve re-coating of Product, there may be slight colour differences between the original and replacement Product due to the effects of weathering and variations in materials over time and AUSTRATUS is not liable for any such colour differences.

NO OTHER WARRANTIES:

This warranty does not cover:

1. Discolouration or other damage to the Product caused by air pollution, exposure to harmful chemicals, or normal weathering from the elements, normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the product, the cleanliness of the air in the area, and many other influences over which AUSTRATUS has no control;
2. Damage by storm, tempest, acts of God (including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions and fire caused naturally or expedited by human activity such as war or events linked to incompetence), growth of mould, mildew, fungi, bacteria, or any other organism on the surface of the Product, or any other cause beyond the reasonable control of AUSTRATUS;
3. Variations in grain, knots or warping in natural timber lengths;
4. Variations in colour in different production runs or batches;
5. Labour or Freight including costs associated with removing the defective AUSTRATUS products or replacing it.

AUSTRATUS reserves the right, without notice, to discontinue or modify any of its Products, including the colour, finishing and AUSTRATUS shall not be liable in the event the replacement Product may vary in colour or gloss in comparison to the original Product. If AUSTRATUS replaces any Product under this warranty, it may substitute Products designated by AUSTRATUS to be of comparable quality or value in the event that the Product initially installed has been discontinued or modified.

Except as specifically set out in this warranty, any term, representation, condition or warranty in respect of the quality, condition or description of the Product whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded. To extent that legislation imposes warranties or impose obligations upon AUSTRATUS which cannot be excluded, restricted or modified, this warranty must be read subject to those statutory provisions to the extent that they apply.

DISCLAIMER

Recommendations in Austratus' literature are based on good building practice and are not an exhaustive statement of all relevant information. Further, as the successful performance of the relevant system depends on numerous factors outside the control of AUSTRATUS (for example, but not limited to, quality of workmanship and design), AUSTRATUS shall not be liable for the recommendations in that literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code of Australia and New Zealand, and any relevant regulations and standards.