

15 year warranty

Ausdeck Insulated Roofing



Statement of warranty

1. This warranty is provided by Australian Outdoor Living Spaces Pty Ltd trading as Ausdeck Patios & Roofing ABN 83 646 119 388 ("Ausdeck") for supplies in Queensland and by Ausdeck Manufacturing (NSW) Pty Ltd trading as Ausdeck Patios & Roofing Pty Ltd ABN 52 102 247 012 ("Ausdeck") for supplies in New South Wales.

Queensland

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P 1300 287 332
E info@ausdeck.com.au

New South Wales

Unit 3, 34-38 Anzac Avenue, Smeaton Grange, NSW 2567
P 1300 287 332
E info@ausdeck.com.au

2. Subject to the limitations set out in this Warranty, Ausdeck warrants to the Purchaser of Ausdeck Insulated Roofing Ribbed Profile ("Ausdeck Ribbed"), Ausdeck Insulated Roofing Corrugated Profile ("Ausdeck Corrugated") Ausdeck Insulated Roofing Marine Plus ("Ausdeck Marine Plus") that Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus are free from defects caused by the manufacturing process of Ausdeck for a period of 15 years from the date of purchase ("the Warranty Period"). For the purposes of this Warranty, "Purchaser" means the person who purchases an Ausdeck Insulated Roofing System from a duly authorised dealer of Ausdeck and no other person.
3. Subject to the conditions of this Warranty set out below, if Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus have any defects caused by Ausdeck's manufacturing process within the Warranty Period, Ausdeck will repair or replace Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus excluding labour and associated costs. Ausdeck may require the Purchaser to pay any labour and associated costs prior to replacing the defective material.

Obtaining warranty performance

4. The Purchaser must do as follows in order to make a claim under this Warranty:
 - a. Have paid any monies owing to Ausdeck in respect of the purchased Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus;
 - b. No later than the end of the Warranty Period, send to Ausdeck (at either the Queensland or New South Wales Address stated above, according to the State in which Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus was purchased):
 - i. proof of purchase
 - ii. a description and photographs of the affected area of the Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus.
 - c. Allow Ausdeck (or its agents) to inspect Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus or cause it to be inspected and hereby authorise Ausdeck and its agents to enter any property to carry out an inspection and the replacement if required.
 - d. If the inspection by Ausdeck reveals no defect within this Warranty, the direct and indirect costs and expenses associated with such inspection shall be borne by the Purchaser.
5. Any replacement or repair of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus shall be at the discretion of Ausdeck and Ausdeck reserves the right to appoint its own repairers.
6. To the full extent permitted by law, Ausdeck excludes liability to the Purchaser in respect of any loss or damage (including consequential loss or damage) or injury to persons which may be suffered or incurred or which may arise directly or indirectly in respect of goods supplied or in respect of a failure or omission on the part of Ausdeck to comply with its obligations under this Warranty.

Warranty limitations steel components

7. In accordance with the warranty extended to Ausdeck by the manufacturer of the steel component of Ausdeck Ribbed and Ausdeck Corrugated, Ausdeck only extends to the Purchaser the benefit of the warranty and guarantees (if any) it receives from the manufacturer to the extent it is capable of doing so at law and provided that:
 - a. installation is greater than (1) kilometre from marine or severe industrial environments;
 - b. the paint finish as supplied must not be scratched, abraded or damaged in any way, or coated with an incompatible material; and
 - c. sheltered or areas unwashed by rain exposure must be washed down on a regular six (6) monthly basis.
8. In accordance with the warranty extended to Ausdeck by the manufacturer of the steel component of Ausdeck Marine Plus (a copy of which is attached, or can be provided on request), Ausdeck only extends to the Purchaser the benefit of the warranty and guarantees (if any) it receives from the manufacturer to the extent it is capable of doing so at law and provided that:
 - a. the paint finish as supplied must not be scratched, abraded or damaged in any way, or coated with an incompatible material;
 - b. sheltered or areas unwashed by rain exposure must be washed down on a regular three (3) monthly basis;
 - c. any noticeable build-up of corrosion products and/or other contaminants are removed immediately when identified; and
 - d. any other manufacturer recommendations with respect to the products are complied with.
9. Notwithstanding any other provision contained in this Warranty, (and as permitted by law), the Warranty Period provided by Ausdeck for Ausdeck Marine Plus products will be either the length of the warranty period provided by the manufacturer for the specific product, or 15 years, whichever is less.

General limitations

10. Ausdeck will not be liable for any defects which are the result of:
 - a. improper use or mismanagement by the Purchaser;
 - b. installation and use of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus other than in accordance with the installation manual;
 - c. use of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus in a manner not reasonably contemplated by Ausdeck;
 - d. modification of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus not authorised by Ausdeck;
 - e. use of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus in a manner contrary to law;
 - f. the exposure of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus to unusual or non-recommended physical environment or electrical stress;
 - g. re-installation or moving of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus by a person other than an authorised installer;
 - h. use of Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus by a person other than the Purchaser;
 - i. the Purchaser's failure to comply with any terms of the Warranty;
 - j. damage caused by:
 - i. handling, storage or erection;
 - ii. structural pressure due to settlement or unusual loads;
 - iii. over-painting;
 - iv. storm and tempest, floods, lightning strike or other acts of God;
 - v. adhesion and marking due to the protective plastic film;

- vi. corrosion due to pollutants;
- vii. chemicals and corrosive atmosphere;
- viii. neglect, mistreatment or deliberate damage;
- ix. contact with soils, ashes, fertilisers or other moisture retaining substances;
- x. areas in direct or indirect contact with lead, copper or dissimilar metals to Ausdeck Ribbed, Ausdeck Corrugated or Ausdeck Marine Plus (including but not limited to fixings, flashings or gutters), or subject to the run off from any dissimilar metal;
- xi. failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product;
- xii. deterioration caused by contact with green or wet timber or treated pine;
- xiii. exposure to temperatures above 78 degrees Celsius (for the colours listed in clause 11 below).
 - Alu Zinc
 - Caulfield Green
 - Ebony
 - Heritage Red
 - Monolith
 - Mountain Blue
 - Slate Grey
 - Territory

11. The core material used in the Ausdeck Ribbed, Ausdeck Corrugated and the Ausdeck Marine Plus products is EPS (Expanded Polystyrene). Manufacturers of EPS advise that exposure to sustained temperatures above 78 degrees Celsius is highly likely to damage to the product. Experience has shown that several darker colours of steel have the potential to generate temperatures approaching this 78 degree threshold and should be used with extreme caution. Ausdeck has identified these colours (listed below). Accordingly, this Warranty will not extend to cover damage to the products caused by sustained temperatures of 78 degrees or higher (for the colours listed below).

Miscellaneous

- 12. The proper law of this Warranty shall be the law applying to the State of Queensland and New South Wales.
- 13. If any provision of this Warranty is invalid for any reason, that invalidity will not affect the validity or operation of any other item except to the extent necessary to take account of the invalidity.
- 14. This warranty is personal to the Purchaser and may not be assigned to any person, including any successor in title to the Purchaser, without the prior consent in writing of Ausdeck.
- 15. Ausdeck shall not be required to fulfil its obligations under this Warranty while any monies are or remain outstanding to Ausdeck or Ausdeck's authorised dealer by the Purchaser. Notice Regarding Your Consumer Rights.
- 16. The benefits to the consumer given by the Warranty are in addition to other rights and remedies of the consumer under the law in relation to the goods or services to which the Warranty relates.
- 17. 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.

Purchaser

Name

Address

Date of purchase

Agent/Installer

Name

Date of installation

Signature