

**WARRANTY**

Australian Thermal Industries Pty Ltd (**Australian Thermal Industries**) warrants to the first purchaser of Australian Thermal Industries Cavi-Break® (**Product**) from Australian Thermal Industries and the last purchaser of the Product prior to installation that, subject to compliance with the Warranty Conditions and Exclusions below:

- for a period of 10 years from the date of purchase, the Product will be free from defects due to defective factory workmanship or materials; and
- for a period of 12 months from the date of purchase that the accessories supplied by Australian Thermal Industries will be free from defects due to defective factory workmanship or materials.

**WARRANTY CONDITIONS & EXCLUSIONS**

This warranty is strictly subject to the following conditions:

1. Australian Thermal Industries will not be liable for breach of this warranty unless the claimant provides proof of purchase of the Product and makes a written claim to Australian Thermal Industries at the address set out below, either within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, the claim must be made prior to installation;
2. The builder/installer must ensure the Product satisfies visual inspection for apparent deformities before installation. Subject to the terms of this warranty, after installation of the Product, Australian Thermal Industries is not liable for claims arising from apparent deformities if such variations were, or would upon reasonable inspection have been, apparent prior to installation;
3. This warranty cannot be relied upon by any other person and is not transferable;
4. The Product must be installed and maintained strictly in accordance with the relevant Australian Thermal Industries literature current at the time of installation and must be installed in conjunction with the components or products specified in the literature. To obtain copies of such literature, contact Australian Thermal Industries on 1300 430 949. Further, all other products, including coating and jointing systems, applied to or used in conjunction with the Product must be applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions and good trade practice;
5. The project must be designed and constructed in strict compliance with all relevant provisions of the current National Construction Code of Australia, regulations and standards;
6. If the claimant chooses to rely upon this warranty, then the claimant's sole remedy under this warranty for breach of this warranty is (at Australian Thermal Industries's option) that Australian Thermal Industries will either supply replacement Product, rectify the affected Product or pay for the cost of the replacement or rectification of the affected Product;
7. In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product, Australian Thermal Industries will not be liable for any losses 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, Australian Thermal Industries 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 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, efflorescence or performance of paint/coatings applied to the Product, normal wear and tear, growth of mould, mildew, fungi, bacteria, or any organism on any Product surface or Product (whether on the exposed or unexposed surfaces);

8. In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product, all warranties, conditions, liabilities and obligations other than those specified in this warranty are excluded to the fullest extent allowed by law;
9. In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product and therefore to this warranty, all expenses incurred as a result of claiming under this warranty are to be borne by the claimant;
10. In the circumstances where the Australian Consumer Law does apply in respect of the purchase of the Product and therefore to this warranty, if Australian Thermal Industries accepts or it is determined by Australian Thermal Industries that the claimant has a valid claim under this warranty, Australian Thermal Industries will bear the claimant's reasonable costs of claiming under this warranty. The claimant is responsible for all other costs of claiming under this warranty. All claims for such costs are to be notified to Australian Thermal Industries at the address outlined below within 21 days from when the claimant first makes a claim under this warranty.

**IMPORTANT NOTE**

If you acquire goods manufactured by Australian Thermal Industries as a consumer according to the Australian Consumer Law, 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.

Any rights a consumer may have under this warranty are in addition to other rights and remedies of a consumer under a law in relation to the goods to which this warranty relates. Nothing in this document shall exclude or modify any legal rights a customer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

Contact details if you wish to make a claim under this warranty: For more information or to make a claim under this warranty, please contact Australian Thermal Industries on 1300 430 949, visit [australianthermal.com.au](http://australianthermal.com.au), email Australian Thermal Industries via our website or write to Australian Thermal Industries at PO Box 188, Wynnum, QLD 4178.

**DISCLAIMER**

The recommendations in Australian Thermal Industries's literature are based on good building practice, but 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 Australian Thermal Industries (e.g. quality of workmanship and design), Australian Thermal Industries 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 Construction Code of Australia, regulations and standards.