



COMPOSITE SPECIALTIES PTY LTD
ABN: 41 130 722 593

Composite Specialties Pty Ltd (“**Composite Specialties**”) warranty is valid from date of purchase. The warranty is not transferable and applies only to the original purchaser of the Composite Specialties - Parefeu products (“**Product**”), subject to compliance with the conditions and limitations of this Warranty below:

The Warranty and limited warranty coverage:

1. Subject to the terms and conditions set out herein, Composite Specialties provides the warranties set out in Paragraph 2 herein for a period of 20 years from the date of purchase, so long as the product is used and applied in accordance with Parefeu Panel installation manual*.
2. Composite Specialties warrants that the Parefeu product passes all relevant tests as indicated in Parefeu Brochure, and is free from any defects due to defective manufacturing or defective material and conforms with the specifications and tolerances provided in the Composite Specialties - Parefeu standards. Properly installed and maintained according to the recommendations stated in Composite Specialties – Parefeu published Brochure & Installation Manual, the Products will:
 - 2.1 remain non-combustible;
 - 2.2 not fracture or break provided the Product is installed in accordance with the recommendations stated in the Composite Specialties - Parefeu Installation manual and not subject to loadings above Parefeu published maximum limit as set out in the Technical Data in Parefeu Brochure; and
 - 2.3 not decay, disintegrate or decompose provided the Product is installed internally or is sealed against weather elements if is installed externally;

AND for the avoidance of doubt, the Product does not support infestation by termites.
3. If during the warranty period any of the Product fails to comport with the terms of this warranty, Composite Specialties shall, at its sole option and discretion, either:
 - 3.1 replace such defective product or a certain number thereof;
 - 3.2 if the Product is discontinued from production at the time of claim, Composite Specialties will replace the defective product with the closest product available from Composite Specialties most current product portfolio; or
 - 3.3 reimburse the purchase price in proportion with the number of defective product.
4. If the original purchase price cannot be established by the buyer (the “covered person”), the cost shall be determined by Composite Specialties in its sole and absolute discretion. Composite Specialties replacement of the defective Product or granting of a refund of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person with respect to any defect. Composite Specialties will not refund or pay any cost in connection with labour or accessory materials and shall not be liable for any costs related to removal or reinstallation of the Product.
5. Under no circumstances and in no event shall Composite Specialties be liable for any labour charges or other expense whatever in connection with the removal or installation of the Product.
6. Composite Specialties shall in no event be responsible for any costs of shipping defective product to Composite Specialties (for testing or otherwise) or for shipping replacement product under this warranty to the covered person.

Conditions of warranty

Composite Specialties liability hereunder to the covered person shall be subject to the following terms and conditions:

1. the claimant must prove that he or she is the covered person by showing Composite Specialties or its authorized agent proof of purchase and/or the purchase receipt which should include the date of purchase;



2. the Product must be stored strictly in accordance with Composite Specialties – Parefeu instructions at all times between purchase and installation;
3. the Product must be installed strictly in accordance with Composite Specialties - Parefeu published installation manual and all building codes accepted by local governments or government agencies as may be applicable to the instruction. Failure to install and finish the Product per the manufacturer’s published instructions may affect the Product’s performance and voids the Warranty;
4. the covered person must inform Composite Specialties or its authorized agent (in writing) within 30 days of discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair;
5. the notice must describe the location of the Products, details of the claimed defect and other relevant information as requested by Composite Specialties. Photo(s) showing the defect or failure of the Product must also sent with the notice. If the covered person failed to claim within 30 days from discovery, he or she shall be deemed waiving his/her rights in his/her claim(s);
6. the covered person must afford Composite Specialties a reasonable opportunity to inspect the defective product in its original defective state and condition and evaluate the claims in accordance with procedures customary to the industry;
7. upon discovery of possible defect or failure, the covered person must immediately, and at the covered person’s own expense, provide for protection of all person or property that could be affected until the defect or failure is remedied; and
8. in order to properly evaluate and proceed a claim, Composite Specialties may require the covered person to submit a sample of the material claimed to be defective to Composite Specialties for analysis and/or at Composite Specialties’ s request, and Composite Specialties may require the covered person to arrange for and provide access to the property to/ on which the material is installed, to the extent if necessary, for a Composite Specialties’ s representative to inspect, take photographs and/or samples during the course of inspection if required.

Exclusions

The warranty will have no liability for any failure, defect or damage resulting from or by circumstances and events beyond normal exposure conditions and/or Composite Specialties control, in any way attributable to:

1. the improper storage, transportation, handling or installation of the Product including but not limited to, failure to keep the material dry, improper drainage, exposure to standing water, inadequate ventilation, excessive stacking weight, or otherwise causing moisture damage, surface contamination, surface defects, efflorescence, chalking or other damages and/or improper installation or maintenance of accessories and/or use of unfit accessories;
2. neglect;
3. abuse;
4. theft;
5. misuse or use for purposes other than what the Product was originally intended as reflected in the Composite Specialties’ s product brochure;
6. repair or alteration;
7. settlement or structural movement and/or movement of materials to which the Product is attached;
8. damage from incorrect design of the structure to which the Product is installed ;
9. exceed in the maximum design wind and/or weight loads (or in breach or noncompliance of any of the product specifications (as stated in Composite Specialties product brochure)
10. acts of God including, but not limited to, hurricanes, tornados, floods, fire, earthquakes, severe weather or other natural phenomena (including, but not limited to, unusual climate conditions);
11. growth of mould, mildew, fungi, bacteria or any other organism on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED;
12. lack of proper maintenance;
13. service performed by anyone other than an authorized Composite Specialties dealer/ distributor;



14. subsequent damage to other components/structures;
15. any product not purchased from Composite Specialties or an authorized Composite Specialties' s dealer/ distributor; or
16. any cause other than manufacturing defects attributable to Composite Specialties.

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.

Disclaimer

1. The statements in this Warranty constitute the only warranty extended by Composite Specialties for the Product. Composite Specialties disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, except where product purchase is subject to Consumer product warranty law, or by usage of trade or course of dealing in which instances the duration of any applicable implied warranties are limited to the first elapse of the warranty period provided above, or such shorter period as applicable law permits or requires.
2. No other warranty will be made by or on behalf of the manufacturer or the seller or by operation of law or by usage of trade or course of dealing with respect to the Product or its installation, storage, and maintenance, use, replacement or repair. The parties to this warranty agreement shall submit to the non-exclusive jurisdictions of the Courts of New South Wales Administrative Region, and the UN Convention on the International Sale of Goods (CISG) shall not apply.
3. No person is authorized to assume for Composite Specialties any other liability in connection with the sale of the Product.

Exclusion of incidental and consequential damages:

In no event will Composite Specialties be liable for any incidental, special, indirect or consequential damages in connection with the use of the Product, whether such damage is resulting from non-delivery or from the use, misuse or inability to use the Product, or from defects in the Product.

Modifications and alteration of Product:

Composite Specialties shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

Settlement of claim:

1. Any refund or material replacement by Composite Specialties pursuant to Clause 3 hereof shall constitute a full and final settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation/arbitration filed.
2. Any dispute arising out of this warranty, its interpretation or application shall be exclusively brought within the jurisdiction of New South Wales Administrative Region.



Modification or discontinuation of the Product:

Composite Specialties reserves the right to modify the specifications of the Product without any changes to the fundamental physical properties and characteristics of the Product, without prior notice and shall not be liable for whatsoever unless such liability cannot be excluded at law.

This Warranty is issued by:

COMPOSITE SPECIALTIES PTY LTD

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