

WARRANTY – 15 YEARS

Statement of Warranty

1. This warranty is provided by Ausdeck Patios and Roofing Pty Ltd ACN 100 815 889 ("Ausdeck") for supplies in Queensland and by Ausdeck Patios & Roofing (NSW) Pty Ltd ACN 112 273 686 ("Ausdeck") for supplies in New South Wales.

Queensland:
16 Mica Street, Carole Park Qld 4300
Phone: (07) 3718 8000 Fax: (07) 3271 4600

New South Wales:
3 Toohey Road, Wetherill Park NSW 2164
Phone: (02) 9725 3522 Fax: (02) 9756 2485

2. Ausdeck warrants to the Purchaser of V-Line Steel Patio Roofing ("V-Line") that V-Line is 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 a V-Line system from a duly authorised dealer of Ausdeck and no other person.
3. Subject to the conditions of this Warranty, if V-Line has any defect caused by Ausdeck's manufacturing process within the Warranty Period, Ausdeck will repair or replace V-Line 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 V-Line;
 - (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 V-Line was installed):
 - i. proof of purchase
 - ii. a description and photographs of the affected area of the V-Line
 - (c) Ausdeck shall be entitled to inspect the V-Line or cause it to be inspected and Ausdeck and its agents are hereby authorised 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.
 - (e) Any replacement or repair of V-Line shall be at the discretion of Ausdeck and Ausdeck reserves the right to appoint its own repairers.
 - (f) To the extent permitted by law, Ausdeck shall be under no 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

5. 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 V-Line other than in accordance with the installation manual;
 - (c) use of V-Line in a manner not reasonably contemplated by Ausdeck;
 - (d) modification of V-Line not authorised by Ausdeck;
 - (e) use of V-Line in a manner contrary to law;
 - (f) the exposure of V-Line to unusual or unrecommended physical environment or electrical stress;
 - (g) re-installation or moving of V-Line by a person other than Ausdeck;
 - (h) use of V-Line 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 V-Line (including but not limited to fixings, flashings or gutters), or subject to the run off from any dissimilar metals;
- (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.

6. In accordance with the warranty extended to Ausdeck by the manufacturer of the steel component of V-Line, 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 if:

- (a) installation is greater than one (1) kilometre from marine or severe industrial environments;
- (b) the paint finish as supplied is not scratched, abraded or damaged in any way, or coated with an incompatible material; and
- (c) sheltered or areas unwashed by rain exposure are washed down on a regular six (6) monthly basis.

Nothing in this document will extend the benefit of any warranty of the manufacturer of the steel beyond the period of the warranty provided by that manufacturer. This is despite the period of the warranty referred to in the opening clause. For example, if the warranty provided by Ausdeck is for a period of fifteen (15) years and the benefit of the warranty by the manufacturer of the steel is twelve (12) years, then the benefit of the warranty by that manufacturer shall be twelve (12) years only and not fifteen (15) years.

7. The liability of Ausdeck for any breach of warranty implied by any legislation shall be limited to the replacement or repair of V-Line or the supply of an equivalent, labour and associated costs excepted.

Miscellaneous

- 8. The proper law of this Warranty shall be the law applying to the State of Queensland.
- 9. 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.
- 10. 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;
- 11. 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

- 12. 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.
- 13. 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: «First_Name» «Last_Name»
 Address: «Address_Line_1»
 «City» «State» «ZIP_Code»
 Date of Purchase: «Date_of_Purchase»

Agent/Installer

Name: «Company»
 Date of Installation: «Date_of_Completion»
 Signature: