



Designer Ceramic Roof Tile Product Warranty

PRODUCT SUPPLY ONLY – NO INSTALLATION

June 2017

A. DESIGNER CERAMIC ROOF TILE PRODUCT WARRANTY

Warranty in favour of (beneficiary):

Date of warranty: Date of supply of the Products:

Premises supplied:

Installation company: Date of installation:

Product(s) supplied:

Boral Designer Ceramic Roof Tile products (“**Products**”) have been used in the construction of the Premises.

This warranty is provided by Boral Montoro Pty Ltd Limited (“**Boral**”) (ACN 002 944 694) of Mackellar Street, Emu Plains NSW 2750, Tel. 02 4728 8888 in relation to the above specified Product(s) supplied by Boral and used at the Premises. The benefits of this warranty are in addition to other rights and remedies which the Beneficiary may have at law, including any consumer guarantees which may apply under the Competition and Consumer Act 2010 (Cth).

Boral warrant that the Products supplied by Boral are manufactured in accordance with Australian Standards Association AS 2049 Roof Tiles. Any defect in the Product due to non compliance with this warranty must appear within **60 years** from the Date of supply of the Products for this warranty to apply. This warranty will expire after **60 years** from the Date of supply of the Products. This warranty will not apply where:

- the Product has not been installed in accordance with AS 2050 Installation of roof tiles;
- the Product has been affected by colour change, shade variation or glaze weathering;
- the Product has been damaged by roof traffic or chemical treatments, coating or cleaners or by falling items, pollution, storm or hurricane;

This Product warranty only applies where the Products are installed in accordance with AS 2050 Installation of Roof Tiles.

You can make a claim under this warranty by sending a written notice to Boral at the address identified above. It is a condition of this warranty that Boral be provided with the following details at the time of submitting any claim under this warranty (as well as any further information reasonably requested by Boral following receipt of a claim):

- proof of purchase of the Product (for example, receipt, credit card statement);
- a copy of this warranty; and
- a reasonable opportunity for Boral (and its nominated expert) to inspect the Product the subject of the claim prior to any rectification works being performed.

Boral will confirm receipt of any claim. Boral will promptly inspect the Product the subject of the claim and review any information accompanying the claim (and may request further information from you in order to assess the claim). Boral will then advise you in writing of the outcome of the claim as soon as possible.

Any expense incurred by the Beneficiary in making a claim under this warranty will be borne by the Beneficiary and not by Boral.

B. LIMITATION OF LIABILITY AND INDEMNITY

“**Australian Consumer Law**” means Schedules 1 and 2 of the Competition and Consumer Act 2010 (Cth) and any other relevant provisions contained in that Act.

“**Consequential Loss**” means loss of revenue, loss of profits, loss of anticipated savings or business, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any form of consequential, special, indirect, punitive or exemplary loss or damages, however it arises (including as a result of negligence).

“**Consumer**” has the meaning in the Australian Consumer Law.

“**Loss**” means any liability, however it arises (including as a result of negligence) and includes any loss, claim, damage, demand, injury or death and a fine or penalty imposed by a statutory or other authority.

If the Beneficiary is not a Consumer, Boral shall not be liable in any circumstances:

- for any damage to any property of whatsoever kind situated in, on or adjacent to the Premises supplied resulting from the Products supplied;
- for any defects in the Products due to non compliance with this warranty unless the Beneficiary notifies Boral within 14 days of the date of delivery of the Products specifying the defect, which notice shall be a condition precedent to any right to recover by the Beneficiary;
- for any Loss arising from delay;
- for any Consequential Loss;
- for any Loss arising from Products supplied by Boral being placed or installed by others;

and, subject to section C below, Boral's total aggregate liability in all circumstances is limited (to the extent permitted by law) to the amount paid for the Products. To the maximum extent permitted by law, the Beneficiary hereby indemnifies and forever holds harmless Boral from all Losses caused or contributed to by any negligent and/or wilful act or omission or any breach of these conditions by the Beneficiary; or by Boral arising from supplying the Products in accordance with these conditions.

C. LIMITATION OF LIABILITY UNDER AUSTRALIAN CONSUMER LAW GUARANTEES

Unless the Beneficiary indicates otherwise below, the Beneficiary acknowledges that the Products it will acquire from Boral will be obtained for either the purpose of re-supply (in an altered form or condition or to be incorporated into other goods) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

By ticking this box, the Beneficiary notifies Boral that it is acquiring the Products for a purpose other than that stated immediately above, in which event the provisions below may apply.

If the Beneficiary is a Consumer and any of the Products supplied by Boral are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption, the Beneficiary agrees that Boral's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Products (other than a guarantee under sections 51(title), 52 (undisturbed possession) and 53 (undisclosed securities)) of the Australian Consumer Law, is limited to, at the option of Boral, one or more of the following:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired.

If the Beneficiary is a Consumer and any of the Product services supplied by Boral are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, Boral's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Product services is limited to, at the option of Boral:

- (e) the supply of the Product services again; or
- (f) the payment of the cost of having the Product services supplied again.

D. NOTICE

Under section 102(1) of the Australian Consumer Law, Boral is required to draw to your attention the following which applies where the Beneficiary is a Consumer:

“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 for 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.”