

This product warranty document acknowledges certain rights that a purchaser of Architectural Stone & Wood Co. (as set out below and referred to as ASWCO may have under the Consumer Guarantee provisions of the Australian Consumer Law and also details the additional express warranties in respect of the ASWCO Products offered by Architectural Stone and Wood Co Pty Limited ABN 26 614 367 958 (ASWCO) of 2/4 Anstey St, Albion 4010 Qld. PH: 0408 127 174.

This product warranty document applies to products sold directly and paid in full.

## 1. DEFINITIONS

In this product warranty document:

(a) Australian Consumer Law means the Australian Consumer Law set out in Schedule Two of the Competition and Consumer Act 2010 (Cth);

(b) PDH Goods means any goods which, for the purposes of section 3 (1) of the Australian Consumer Law, are goods of a kind ordinarily acquired for personal, domestic or household use or consumption;

(c) Non PDH Goods means any goods which are not PDH Goods; and

(d) Purchaser means a person who purchases any ASWCO Products.

## 2. CONSUMER GUARANTEES

2.1 ASWCO acknowledges that if the Products purchased or otherwise acquired by a Purchaser are:

(a) PDH Goods; or

(b) Non PDH Goods, the purchase price for which is less than the amount specified in or prescribed under section 3 of the Australian Consumer Law; then, subject to the provisions of the Australian Consumer Law (including, without limitation, section 3 (2)), a number of guarantees will apply in respect of those ASWCO Products under the Australian Consumer Law including guarantees regarding:

(c) title to the ASWCO Products passing to the Purchaser

(d) the Purchaser having undisturbed possession of the ASWCO Products;

(e) the ASWCO Products being free from undisclosed encumbrances;

(f) the ASWCO Products being of acceptable quality;

(g) the ASWCO Products being fit for any disclosed purpose or any purpose for which the supplier represents they are fit;

(h) the ASWCO Products matching their description or corresponding to any sample or demonstration model;

(g) the availability of repairs or spare parts for the ASWCO Products; and

(h) express warranties in respect of the ASWCO Products made by the supplier being complied with.

2.2 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. A purchaser is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. A purchaser is 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.

## 3. EXPRESS WARRANTY

(a) In addition to any rights or remedies offered to a Purchaser in respect of the ASWCO Products under the Australian Consumer Law, ASWCO also offers the following express warranties to a Purchaser in respect of the ASWCO Products (subject to paragraph 4):

(b) the ASWCO Products will not wear through to the substrate under normal traffic and other loads for a period of:

(i) 3 yr from the date of delivery to the Purchaser in the case of the ASWCO Products installed in commercial premises; and

(ii) 10 years from the date of delivery to the Purchaser in the case of the ASWCO Products installed in domestic / residential premises; and

(c) the products for any properly installed will remain intact for a period of:

(i) 10 yrs from the date the ASWCO Products are delivered to the Purchaser; and

(d) The benefits given to a Purchaser under the express warranty in this paragraph 3 are in addition to and are not intended to replace or detract from any other rights or remedies the Purchaser may have with respect to the ASWCO Products under the Australian Consumer Law or any other applicable laws

## 4. CIRCUMSTANCES WHERE EXPRESS WARRANTY DOES NOT APPLY

4.1 The express warranty in paragraph 3 does not apply to the following issues with respect to the ASWCO Products:

(a) slight surface cracks that may occur as the products absorbs or releases moisture. This is a natural transformation of many products during its life and is not considered a defect;

Seasonal dimensional changes. Materials such as timber are a natural product and may experience slight dimensional changes immediately after installation and during normal environmental changes; or

(b) changes in appearance of the ASWCO Products or any part or component of the ASWCO Products, including by fading or discolouration, due to exposure to direct or indirect light or moisture. This is due to the fact that the Architectural Stone and Wood Co products may react to direct and indirect light and different atmospheric conditions and, therefore, a change in appearance is a natural occurrence in some products and is not a defect.

(c) Goods are altered by a third party and defects are a direct result of their workmanship, wrong use of adhesives, misuse of the products provided and any defective appearance due to a third parties service.

4.2 Without limiting paragraph 4.1, the express warranty in paragraph 3 will not apply to defects or other issues with any Products caused by:

(a) tampering or repair work carried out by persons other than repairers authorised by ASWCO;

(b) damage to the ASWCO Products caused during shipping or in transit;

(c) alterations or modifications made to the ASWCO Products;

(d) the ASWCO Products being maintained other than in accordance with ASWCO's recommended maintenance procedures;

(e) the ASWCO Products being installed other than in accordance with ASWCO's recommended installation procedures;

(f) indentations or damage to the ASWCO Products caused by any heavy or sharp objects;

(g) misuse or abuse of the ASWCO Products;

(h) failure to follow any instructions or procedures in relation to the installation, maintenance, use or protection of the ASWCO Products as recommended by ASWCO at the relevant time of such installation, maintenance, use or protection, including as recommended in any publication or document issued by ASWCO in relation to the ASWCO Products;

(i) any circumstances beyond the reasonable control of ASWCO;

(j) exposure of the ASWCO Products to excessive heat, dryness, moisture or water saturation;

(k) scratches to the surface of the ASWCO Products;

(l) the use of solvents or improper cleaning compounds on the ASWCO Products;

(m) normal 'wear and tear' of the ASWCO Products; or

(n) defects in the sub-surface onto which the ASWCO Products are supplied.

## 5. EXPRESS WARRANTY CLAIM PROCEDURE

- 5.1 To make a claim under the express warranty set out in paragraph 3, Please contact ASWCO. For any queries regarding a express warranty claim or the express warranty claim process, please contact ASWCO. A required proof of purchase to the original purchaser for an express warranty claim is required. If the Tectonic Products to which the express warranty claim relates have been installed, the Purchaser must provide ASWCO with access to the installation site at times nominated by ASWCO (acting reasonably) to enable ASWCO to inspect the installed Tectonic Products and the installation site.
- 5.2 If the ASWCO Products to which the express warranty claim relates have not been installed, the Purchaser must return the relevant ASWCO Products to ASWCO for inspection at the Purchaser's cost and expense, within a reasonable time as determined by ASWCO.
- 5.3 The Purchaser is responsible for all costs incurred by the Purchaser in making a claim under the express warranty set out in paragraph 3.
- 5.4 A claim under the express warranty in paragraph 3 can only be accepted by ASWCO giving notice in writing to the Purchaser. Any discussion, regardless of content, with ASWCO staff or representatives can not be construed or interpreted as acceptance of an express warranty claim. If ASWCO rejects a claim made under the express warranty in paragraph 3,
- 5.5 ASWCO may (but is under no obligation to) provide reasons for the rejection.

## 6. REPLACEMENT OR REPAIR

- 6.1 If any of the ASWCO Products fail to comply with the express warranty in paragraph 3 and the Purchaser makes a claim under that express warranty which is accepted by ASWCO, ASWCO will, at ASWCO's election:
  - (a) repair the non-complying ASWCO Products;
  - (b) resupply the ASWCO Products;
  - (c) pay the cost of resupplying the ASWCO Products; or
  - (d) refund to the Purchaser the purchase price paid for the non-complying ASWCO Products.
- 6.2 If a claim is made under the express warranty in paragraph 3 in respect of a particular ASWCO Product which ASWCO or their suppliers no longer stocks, or has insufficient stock of, then any replacement ASWCO Products supplied by ASWCO will be as close to the type and colour match of the relevant ASWCO Product as is possible at the time, given ASWCO's and suppliers then current product range.
- 6.3 If a claim in respect of the ASWCO Products is made under the express warranty in paragraph 3 or the Consumer Guarantee provisions of the Australian Consumer Law and the ASWCO Products are Non PDH Goods, the liability of ASWCO for any breach of the express warranty or Consumer Guarantees (other than a breach of sections 51,52 or 53 of the Australian Consumer Law) will be limited, at the option of ASWCO, to: Architectural Stone and Wood Co. Pty LTD.
  - (a) the replacement of the ASWCO Products or the supply of equivalent goods;
  - (b) the repair of the ASWCO Products;
  - (c) the payment of the cost of replacing the ASWCO Products or of acquiring equivalent goods; or
  - (d) the payment of the cost of having the ASWCO Products repaired

## 7. ONLY WARRANTY-NON PDH GOODS

If the ASWCO Products are Non PDH Goods, the purchase price for which is more than the amount specified in or prescribed under section 3 of the Australian Consumer Law, then the express warranty specified in paragraph 3 is the only warranty or guarantee offered by ASWCO in respect of the ASWCO Products and all other warranties or guarantees (whether express or implied) are excluded.

## 8. GENERAL

The rights of a Purchaser under the express warranty in paragraph 3 are personal to the Purchaser and cannot be transferred or assigned.