

MAPEI AUSTRALIA PRODUCT WARRANTY

MAPEI Australia Pty Ltd ("MAPEI"), subject to the terms and conditions overleaf, warrants that our products will be free from manufacturing defects and will not fail under normal usage for a period of 10 years from the date of purchase. The products must be used within their shelf life and according to (a) the technical data sheets and other written materials issued by MAPEI for the products which are in effect at the time of the installation and (b) governmental regulations and codes, and standard industry practices.

HOW TO MAKE A CLAIM

To file a claim under this warranty, you must contact MAPEI, in writing, within seven calendar days of the discovery of the alleged manufacturing defect in our products. Proof of purchase must be submitted with any notice of claim. We have the right, without any obligation, to physically inspect, perform testing, and obtain samples at the site where the warranty claim occurred, or to engage an independent third party for those services before we determine the validity of your claim. In order to perform (or have performed) the services described in the prior sentence, the owner of the site consents to total access for such services and agrees to pay for those services and all related costs of MAPEI if the claim is invalid under this warranty. Your claim must be received and evaluated by us before any repair work is performed; otherwise, this warranty will be null and void.

All correspondence must be addressed to:

MAPEI AUSTRALIA PTY LTD

ABN 34 059 838 765

Postal Address: PO Box 909 - Archerfield - Qld - 4108

Street Address: 180 Viking Drive - Wacol - Qld - 4076

Email: Technical-au@mapei.com.au

Fax: +61 7 3276 5076

Freecall: 1800 652 666

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.

For the most up-to-date information regarding our warranty program and policy, please refer to our website at www.mapei.com.au



TERMS AND CONDITIONS

1. This product warranty covers replacement cost on a square metre basis of the sole portion of the installation proven to be defective due to manufacturing defects. This includes replacement finishes, if available, or a product of a similar grade to repair or replace the product (exact colour or pattern match may not be possible) and reasonable labour to repair or replace the covering finish (but not any costs associated directly or indirectly with any pre-existing conditions).
2. Our warranty period will apply with respect to products supplied by **MAPEI** Australia and when installed within Australia before the expiry of ten years after the date of your purchase.
3. The product(s) must be used only by a qualified professional and as described in writing in **MAPEI's** specifications, instructions and technical data sheets.
4. **MAPEI** assumes no responsibility for any failure resulting from misuse or modification of the product, pre-existing conditions, failure to use the products in accordance with applicable instructions, substandard workmanship, substrate failure and other nonrelated causes.
5. There are no other warranties expressed or implied by **MAPEI** other than this present warranty unless officially stated in writing by **MAPEI's** Technical Department. This does not exclude warranties and conditions implied under state, territory or federal legislation which may not be excluded.
6. This warranty is non-transferable and is exclusive to the sole benefit of the legal owner of the project using **MAPEI's** products.
7. **MAPEI** reserves the right to inspect the site before work begins and at the company's discretion, to supervise work at the outset and at periodical intervals during the execution of the installation works.
8. This warranty does not cover structural defects, substrate movements, hydrostatic and moisture conditions, tile and grout cracking, fair wear and tear, damage from natural disasters, engineering or design defects, shading, or execution of work that is not in strict accordance with the specified standards, applicable recognised trade standards, and **MAPEI's** written instructions on how to apply the product. Efflorescence and colour variation and shading are normal conditions of all Portland cement mortars and grouts and are by no means to be considered defective conditions. Damages caused by an event independent of human control or a factor beyond reasonable control of Mapei are not covered.
9. This warranty does not cover indirect or consequential loss costs or damages however caused, including but not limited to loss of profits or anticipated profits; loss of use, opportunity, goodwill or reputation; loss or revenue or anticipated revenue; loss or damage due to lateness or delays; or loss or damage consequential on rework or reapplication of product incurred by the party/parties responsible for the installation works, or any party claiming by or through that party.
10. This warranty becomes null, void and of no effect if **MAPEI** products are used, mixed or associated with products from other manufacturers without our written authority.
11. This warranty becomes null, void and of no effect if **MAPEI** has not been advised in writing within seven days from the discovery of any alleged manufacturing defects.
12. This warranty becomes null, void and of no effect if **MAPEI** is not given reasonable access to visually inspect on site the alleged damages resulting from the alleged manufacturing defects of **MAPEI** products and to collect samples of the products allegedly defective.
13. This warranty becomes null, void and of no effect if the owner of this warranty is unable to produce a maintenance record demonstrating reasonable compliance to any referenced or provided maintenance literature for the installed product(s) or system.
14. Any variations to written specifications for use of the product(s) must be confirmed in writing by **MAPEI's** Technical Department.
15. This warranty only applies to **MAPEI** recommended systems when the product(s) are stored in accordance to **MAPEI's** recommendations/requirements as nominated on the respective technical data sheets and when all substrates conform to good and proper building standard engineering, also all control/expansion, and thermal joints to be detailed and documented by an engineer.
16. This warranty becomes null, void and of no effect if proven that the user was capable of preventing the alleged damages but did not do so.

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