



PRODUCT WARRANTY

Capiphon Drainage Australia Pty Limited ACN 129 296 957 (**Capiphon**) warrants to the purchaser of the Capiphon Drainage Belt (**Belt Product**) from Capiphon and to the last purchaser of the Belt Product prior to its installation that, subject to the Conditions of Warranty set out below:

- 1) for a period of 10 years from the date of purchase of the Belt Product from Capiphon, it will be free from defect in factory workmanship or materials; or
- 2) **if the Belt Product is used near engines, furnaces or other high temperature equipment**, for the period of 90 days from the date of purchase of the Belt Product from Capiphon, it will be free from defect in factory workmanship or materials; and
- 3) in respect of any accessories for the Belt Product supplied by Capiphon, for the period of 12 months from the date of purchase of those accessories from Capiphon, they will be free from defect in factory workmanship or materials.

In this Warranty:

“free from defect” means in respect of any Goods, the Goods will not break, rip or disintegrate when transported, stored, installed or used in accordance with the relevant Capiphon literature; and in the case of any Belt Product, the Belt Product will not become blocked under normal uses and applications as described on the Capiphon website.

“Goods” means Belt Products as well as any accessories for Belt Products supplied by Capiphon.

“not become blocked” means particles larger than approximately 0.3mm will not enter into the grooves within the Belt Product to materially impeded flow; and particles less than approximately 0.3mm may pass into one or more grooves but will either be flushed out over time or will remain in the groove, without materially adversely affecting the ability of the Belt Product to drain.

IMPORTANT NOTE

If you acquire Goods supplied by Capiphon as a consumer according to the 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.

Any rights a consumer may have under this Warranty are in addition to other rights and remedies the consumer may have under the Australian Consumer Law and any other law in relation to the Goods that may not be excluded. Nothing in this document shall exclude or modify any legal rights a customer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

CONDITIONS OF WARRANTY

This Warranty is strictly subject to the following conditions:

- a) Capiphon will not be liable for breach of this Warranty unless the claimant provides proof of purchase of the relevant Goods and makes a written claim to Capiphon at the address set out at the end of this Warranty, either within 30 days after the defect becomes reasonably apparent or, if the defect is reasonably apparent prior to installation of the Belt Product, then the claim must be made prior to installation. In addition, all claims under this Warranty must be notified to Capiphon within the time limits stated at the commencement of this Warranty, otherwise all rights of the claimant under this Warranty in respect of the relevant claim shall expire. This is subject to the rights, if any, of the claimant under the Australian Consumer Law, in respect of which see “Important Note” above.
- b) The relevant Goods must be stored, installed, used and maintained strictly in accordance with the relevant Capiphon literature current at the time of installation and must be installed in conjunction with

the components or other products specified in the literature. To obtain copies of such literature go to www.capiphon.com.au.

- c) The project within which the relevant Goods are installed must be designed, constructed and completed in strict compliance with all relevant provisions of the current Building Code of Australia, regulations and standards.
- d) If the claimant chooses to rely upon this Warranty then the claimant's sole remedy under this Warranty for breach of this Warranty is (at the option of Capiphon) that Capiphon will either supply replacement Goods, rectify the affected Goods or pay for the cost of the replacement or rectification of the affected Goods.
- e) If the Australian Consumer Law does not apply in respect of the purchase of the Goods, Capiphon will not be liable for any loss or damage (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising.
- f) Without limiting the foregoing, Capiphon will not be liable for any claim, damage or defect arising from or in any way attributable to poor workmanship, poor design or detailing by any party other than Capiphon (**Other Party**), settlement or structural movement and/or movement of materials to which the Belt Product is attached, incorrect design by any Other Party, events or circumstances outside the reasonable control of Capiphon including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, normal wear and tear, growth of mould, mildew, fungi, bacteria or any organism on any Belt Product or its surface (whether on the exposed or unexposed surfaces).
- g) All warranties, conditions, guarantees, liabilities and obligations in respect of the Goods or their supply, other than those stated in this Warranty, are excluded to the fullest extent allowed by law. Nothing in this clause adversely affects the rights of a consumer under the Australian Consumer Law.
- h) Without limiting the generality of paragraph (d) above, if the Goods do not comply with this Warranty or are otherwise defective (**Defective Goods**) and if the Australian Consumer Law **does not apply** in respect of the supply of those Defective Goods, Capiphon is not liable for any loss, damage or expense suffered or incurred by any party as a result of or arising from those Defective Goods or their supply, other than as expressly provided in paragraph (d) above.
- i) If the Australian Consumer Law **does apply** in respect of the supply of any Defective Goods, your rights in respect of those Defective Goods under that Law are summarised above under the heading "Important Note".
- j) This Warranty cannot be relied upon by any other person and is not transferable.

WARRANTY CLAIMS

Contact details if you wish to make a claim under this Warranty:

Capiphon Drainage Australia Pty Ltd

1 Valley View Court
Romsey, Victoria 3434

Email: info@capiphon.com.au

Phone: +61 416 044 160

Website: www.capiphon.com.au

DISCLAIMER

The recommendations in Capiphon's literature are based on good building practice but are not an exhaustive statement of all relevant information and are subject to the conditions above. Further, as the successful performance of the relevant system depends on numerous factors outside the control of Capiphon (e.g. quality of workmanship and design), Capiphon shall not be liable for the recommendations in that literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code of Australia, regulations and standards.