

## WARRANTY

1. In this Warranty ;  
**Perma** Means Perma Composites Pty Ltd ABN 17 100 854108 14 Garino Rise Wangara Western Australia 6065  
**Warranty Period** means the period of 7 years Period commencing from the date of purchase of the relevant Product(s);  
**Products** means the Product or Products supplied by Perma set out in the invoice to the First Purchaser
2. Subject to the conditions set out in this warranty Perma warrants that the Products supplied by Perma are free from defects due to defective manufacturing or materials for the Warranty Period.
3. This warranty is not transferable and is only provided to and may only be relied upon by:
  - (i) the first purchaser of the Products from Perma; and
  - (ii) the last purchaser of the Products prior to their installation.
4. If a breach of this warranty occurs, Perma will (at Perma's option) either: supply replacement Product(s); rectify the affected Product(s); or pay for the cost of the replacement or rectification of the affected Product(s).

## CONDITIONS & EXCLUSIONS

5. This warranty only applies in respect of the Product if:
  - (i) the Product is installed, used and maintained in accordance with relevant Perma literature current at the time of installation and in conjunction with the components or products specified in the literature. To obtain copies of such literature go to [www.permacomposites.com](http://www.permacomposites.com), email [info@permacomposites.com](mailto:info@permacomposites.com) or contact Perma on 1300 366 938;
  - (ii) other products applied to or used in conjunction with the Product are installed and maintained strictly in accordance with the relevant manufacturer's instructions and good trade practice;
  - (iii) the Product use is in strict compliance with all relevant provisions of the current Building Code of Australia and applicable regulations and standards; and
  - (iv) Perma is given reasonable opportunity to inspect any allegedly defective Products where they are installed and before any attempt is made to remove or repair them; and
  - (v) the requirements for bringing a claim under the warranty are complied with.
6. Without limiting any other terms of this warranty, this warranty does not cover and Perma will not be liable for damage or defects which are not due to defective factory workmanship or materials including but not limited to damage or defects caused by or arising from or in any way attributable to:
  - (i) use of abrasive or harsh cleaning materials or any other cleaning practices not in accordance with the relevant Product's installation guide; or
  - (ii) use of the Product in applications not recommended by Perma; or
  - (iii) poor workmanship or installation, poor design or detailing, settlement or structural movement and/or movement of materials to which the Product is attached, incorrect design of the structure, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, normal wear and tear, growth of mould,

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mildew, fungi, bacteria, or any organism on any Product surfaces or Product (whether on the exposed or unexposed surfaces).

7. This warranty does not cover and Perma is not liable for:
  - (i) any natural variation between Product panels that occurs as part of the manufacturing process;
  - (ii) claims arising from aesthetic variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation.
8. Subject to clauses 10 and 11
  - (i) all warranties, conditions, liabilities and obligations other than those specified in this warranty, and which may otherwise apply in respect of the purchase of the Product(s), are excluded to the fullest extent allowed by law.
  - (ii) to the extent possible at law, Perma excludes all liability for any loss or damage (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising from the purchase of the Products whether arising in contract, tort (including negligence), statute or equity.
  - (iii) if, or to the extent that, it is not permitted at law to exclude any warranties, conditions, liabilities or obligations or to limit or exclude liability arising from the breach of any such warranties, conditions, liabilities or obligations or the purchase of the Product(s), Perma's liability is limited to the maximum extent permitted at law including but not limited to, where so permitted, at Perma's option: a. the replacement of the Products or the supply of equivalent Product(s); b. the repair of the Product(s); c. the payment of the cost of replacing the Products or of acquiring equivalent Product(s); or d. the payment of the cost of having the Products repaired.
9. Perma will take reasonable steps to ensure that replacement Products are available for a reasonable period after Products are supplied. However, replacement Products may not be available from Perma in the same shape, type or colour as the Products originally supplied and even if the same colour Products are available, there may be a slight colour variation between the original and any replacement Products due to the effects of weathering and variations in materials over time. Perma is not liable for any such colour differences. If replacement Products of the same shape, type or colour are not available, Perma will provide replacement Products from its then current range as are as close in nature to the original products as reasonably possible in satisfaction of its obligations under this warranty.

## **IMPORTANT NOTE**

10. If you acquire goods manufactured by Perma 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.
11. Any rights a consumer may have under this warranty are in addition to other rights and remedies of a consumer under a law in relation to the goods to which this warranty relates that cannot be excluded or modified. Nothing in this warranty shall exclude or modify any legal rights a purchaser and/or consumer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

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12. In the circumstances where the Australian Consumer Law does apply in respect of the purchase of the Products and therefore to this warranty, if Perma accepts or it is determined by Perma that the claimant has a valid claim under this warranty, Perma will bear the claimant's reasonable costs of claiming under this warranty. The claimant is responsible for all other costs of claiming under this warranty. All claims for such costs are to be notified to Perma at the address outlined below within 21 days from when the claimant first makes a claim under this warranty.

#### **MAKING A CLAIM UNDER WARRANTY**

13. To make a claim under this warranty, the Purchaser must provide proof of purchase of the Products and make a written claim to Perma at the address set out herein either within 30 days after the defect would have become reasonably apparent or, if the defect would have been reasonably apparent prior to installation, prior to installation.
14. In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Products and therefore to this warranty, all expenses incurred as a result of claiming under this warranty are to be borne by the claimant.

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