

## STANDARD PRODUCT WARRANTY STATEMENT

Mapei Australia Pty Ltd CAN 059 838 765 (**Mapei Australia**) warrants that, subject to the terms and conditions set out in this document, the products supplied by Mapei Australia (as published in our website [www.mapei.com.au](http://www.mapei.com.au)) will be fit for purpose during the applicable warranty period (our warranty).

### **Warranty Period**

Our Warranty Period will apply with respect to products supplied by Mapei Australia and before the expiry of ten years after the date of your purchase of Mapei Australia product.

### **Exclusions from our Warranty coverage**

Our Warranty will not apply:

- (a) to products that are not used, installed or maintained in accordance with our written specifications, instructions, recommendations, shelf life limitations, technical data sheets (as published at [www.mapei.com.au](http://www.mapei.com.au) from time to time) and any recognised general or industry standards (including without limitation applicable Australian Standards), building codes, approvals or regulations applicable from time to time;
- (b) with respect to defects caused by improper storage or installation, sub-standard workmanship, pre-existing conditions, structural failure, structural movement, substrate movement or failure, engineering or design defects, sub-standard or inadequate engineering, inadequate preparation, inappropriate product selection, product tampering, product misuse or abuse, product modification (without our written consent), moisture or water damage, hydrostatic pressure, efflorescence (for cement mortars and grouts), fair wear and tear, exposure to abnormally corrosive conditions, accidents, fire, entry by vermin or insects, negligence not caused by us or our authorised representatives or acts of God (including without limitation storms, cyclones, floods, earthquakes and other natural disasters);
- (c) to variations of colour, shade or texture from those shown on samples, product packaging or marketing materials, or due to exposure to sunlight (unless expressly stated in our technical specification that the product is UV tolerant and still excluding fading due to age or fair wear and tear)
- (d) products used or installed outside of Australia; or
- (e) products not sold (wholesale or retail) by Mapei Australia

### **Voiding of our Warranty**

- (a) if our product has been used, mixed or associated with other manufacturer's product/s without our written consent;
- (b) if our product has not been used or installed as part of our recommended system of Mapei products (where applicable);
- (c) if we, at our discretion, requested access to inspect the relevant site before the commencement of the relevant work or upon practical completion, or to supervise the relevant work from time to time, and that access was not provided to us or our authorised representatives;
- (d) if, once a claim is made, we, or our authorised representatives, are not provided with reasonable access to physically inspect, perform testing and obtain samples with respect to the allegedly defective product;
- (e) if you or any third party has attempted to repair or replace the alleged defect before we are notified of your claim or without our written approval;
- (f) to the extent that the relevant loss or damage was caused by product/s not manufactured or supplied by us or any other cause other than a manufacturing defect in our product; and

(g) to the extent that you were capable of preventing damage or further damage, but did not do so.

### **Large Installations**

Without limitation to the above exclusions and voiding circumstances, our Warranty will not apply to our products used or installed in installations exceeding 500m<sup>2</sup> unless validated in writing by our authorised representative and certified by our Technical Services Department representative within one (1) month after the date of practical completion of the relevant work. No validation or certification will be provided if the product has not been used as part of a complete system of Mapei products as recommended on our website.

### **How to make a claim**

Any claim under our Warranty must be notified to us in writing within 7 days after the discovery of the alleged manufacturing defect, at:

#### **Mapei Australia Pty Ltd**

**Technical Services Department**

**PO Box 909, Archerfield Qld 4108, AUSTRALIA**

**Email: [Technical-AU@mapei.com.au](mailto:Technical-AU@mapei.com.au) Fax: + 61 7 3276 5076**

and must include proof of purchase including date of purchase, date and site of installation and a description of the alleged defect. You must also promptly provide us with such further information as we may reasonably request from time to time with respect to your claim.

You will bear any costs that you incur in making a claim under our Warranty.

If you make a claim and we determine that the alleged defect is covered by our Warranty, we will bear the cost of any inspections, testing and other work that we carry out or have performed with respect to your claim.

By making a claim, you agree that if we reasonably determine that the alleged defect is not covered by our Warranty, you must immediately upon demand reimburse us for all of our reasonable documented expenses incurred with respect to your claim, including without limitation the cost of any inspections, testing and other work that we carry out or have performed with respect to or as a result of your claim.

### **Your exclusive remedy**

Subject to the terms and conditions contained in this document, our Warranty solely covers repair or replacement (at our election) of that portion of our product proven to be defective due to a manufacturing defect. This includes reasonable labour expenses to repair or replace the product (not to exceed your original cost of installation). If replacement product is not available we may provide a product of a similar grade. An exact colour or pattern match may not be available.

Replacement or repair of a product does not re-start the applicable warranty period.

Subject to our Warranty and any liability we may have which cannot be excluded by law, we do not otherwise accept any liability for any direct loss, indirect loss, consequential loss (including without limitation loss of profits or losses flowing from delays or interruption to business) or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of our product.

### **Australian Consumer Law**

The benefits given by our Warranty are in addition to other rights and remedies of consumers

under the *Competition and Consumer Act 2010* (Cth) and other applicable Australian consumer laws in relation to the products to which our Warranty relates (to the extent that they cannot be excluded).

If you are a consumer (as defined by the Australian Consumer Law as contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**)) our products come with guarantees under the ACL that cannot be excluded. Under the ACL, consumers are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, and consumers are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

With the exception of our Warranty and the consumer guarantees provided by the ACL, and to the extent permitted by applicable law, any other condition or warranty in connection with our products, whether express or implied, is excluded, including without limitation any implied warranties with respect to merchantability, quality or fitness for any purpose.

Subject to any liability we may have under the ACL which cannot be excluded, where any of our products are NOT acquired for personal, domestic or household use or consumption, any liability we do have under the ACL in connection with our products is limited to (at our election) one or more of the following:

- (i) replacement of the relevant product or the supply of equivalent product; or
- (ii) the payment of the cost of replacing the relevant product or of acquiring equivalent product.

Nothing in these terms and conditions excludes any guarantees or liability arising under the ACL, or any other statute or law, if and to the extent that liability cannot be lawfully excluded.

### **General**

This document contains your entire agreement with us in relation to its subject matter. All prior representations (except fraudulent misrepresentations) and agreements are excluded to the extent permitted by law.

This agreement is governed by and construed in accordance with the laws of Queensland, Australia. You submit to the exclusive jurisdiction of the courts of that State with respect to any dispute arising with respect to our Warranty.

Our Warranty may only be varied or extended in writing. Any variations must be approved in writing by our Technical Services Department in order to become binding on us.

Our Warranty cannot be assigned or transferred by you.

If any term of our Warranty is illegal or unenforceable in any jurisdiction, the legality or enforceability of the remaining terms will not be affected or impaired.

### **Contact Details:**

**Mapei Australia Pty Ltd**  
**Technical Services Department**  
**PO Box 909, Archerfield, Qld 4108**  
**Physical address: 180 Viking Drive , Wacol Qld 4076, AUSTRALIA**  
**Phone: +61 7 3276 5000 , Fax: +61 7 3276 5076**  
**Email: [Technical-AU@mapei.com.au](mailto:Technical-AU@mapei.com.au)**  
**Website: [www.mapei.com.au](http://www.mapei.com.au)**