

Nordeck® WARRANTY

Metecno Pty Limited (ABN 44 096 402 934) trading as Norfoam® (**Company**) warrants to the purchaser of **Nordeck®** Insulated Roof Panels (**Nordeck®**), that **Nordeck®** is free from defects caused by Norfoam's manufacturing process for a period of **20 years** from the date of purchase.

Subject to the conditions of Warranty, if **Nordeck®** has any defects caused by Norfoam's manufacturing process within the warranty period, the Company will repair or replace Nordeck free of charge.

Nordeck® is a registered trademark of Metecno Pty Ltd.

Conditions of Warranty

- 1) This Warranty must be presented with any claim.
- 2) A Claim will only be recognized after the **Nordeck®** has been inspected by a representative of the Company.
- 3) If you are a consumer (as defined under the Australian Consumer Law (ACL)), the ACL contains certain guarantees for the supply of goods and services that cannot be excluded, restricted or modified by this Warranty. This Warranty is subject to the provisions of the ACL and other applicable laws. Under the ACL, consumers are entitled to:
 - a) goods of acceptable quality and fit for the purpose for which they are commonly acquired or for a purpose made known to the Company, and
 - b) services provided with due care and skill and fit for the purpose for which they are commonly acquired or for a purpose made known to the Company.
- 4) The Company's liability arising from the breach of such guarantees and under this Warranty will, at the Company's option, be limited to:
 - a) the replacement or cost of replacement of the goods;
 - b) the supply or cost of supply of equivalent goods; or
 - c) the repair or cost of repair of the goods, the Company reserves the right to appoint its own repairer.

In all cases, the Company's liability is limited to the value of the defective goods. The Company will not be liable for any additional costs associated with the remedial work provided under this Warranty, such as the costs of disposal, re-installation, and removal of goods.
- 5) All other conditions, guarantees or warranties (whether implied or otherwise) not set out in this Warranty are excluded. Nothing in this Warranty is intended to exclude, restrict, or modify the ACL or any law or statute applicable to the supply of **Nordeck®** which cannot be excluded, restricted or modified.
- 6) The Company will not be responsible for:
 - a) any special, indirect, incidental, punitive or consequential loss; or
 - b) any loss, damage, costs, expenses, claims, demands, actions or proceedings arising from the installation of any replacement **Nordeck®** or removal of any defective **Nordeck®**.
- 7) This Warranty is conditional upon:
 - a) the **Nordeck®** being installed in accordance with the engineering specifications and installation instructions provided by the Company, the receipt of which is hereby acknowledged; and
 - b) the **Nordeck®** being installed in accordance with AS 3500 Plumbing and Drainage – Part 5 domestic installations and or SA HB39 2015 Installation code for Metal Roofing and Cladding Appendix B Insulated Panel.

- 8) This Warranty excludes damage caused by:
 - a) handling, storage or erection;
 - b) structural pressure due to settlement or unusual loads;
 - c) over painting;
 - d) storm and tempest, floods, lightning strike or other acts of God;
 - e) adhesion and marking due to the protective plastic film;
 - f) corrosion due to pollutants, chemicals and corrosive atmosphere;
 - g) attack from chemical agents, fumes, liquids or solids other than direct rain falling onto the **Nordeck**[®]
 - h) neglect, mistreatment or deliberate damage;
 - i) sustained surface temperatures above 80°C
 - j) contact with soils, ashes, fertilizers or other moisture retaining substances;
 - k) area in metallic direct or indirect contact with lead or copper or dissimilar metals, or subject to the run off from copper or lead flashings and pipes;
 - l) failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product; and
 - m) deterioration of the panels caused by contact with green or wet timber or treated timbers.
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- 9) In accordance with the warranty extended to the Company by the manufacture of the Steel component of the **Nordeck**[®], the Company only extends to the purchaser the benefit of the warranty and guarantees it receives from the manufacturer (if any) to the extent it is capable of doing so at law and if:
 - a) installation is greater than one kilometre from marine or industrial environments;
 - b) the paint finish as supplied must not be scratched, abraded or damaged in any way, or coated with an incompatible material;
 - c) sheltered or areas unwashed by rain exposure must be washed down on a regular six-monthly basis.

1.

Name:

Address:

2. Agent

Name:

Date of Installation:
