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- ▶ CEMENT, FLYASH & LIME
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WAGNERS CFT MANUFACTURING PTY LTD
ABN 91 099 936 446

WAGNERS CFT MANUFACTURING PTY LTD LIMITED WARRANTY

Definitions:

"Australian Consumer Law" means Schedules 1 and 2 of the *Competition and Consumer Act 2010* (Cth) and any other relevant provisions contained in that Act.

"Contract" means any contract for the sale of goods between Wagners and the Purchaser.

"Wagners CFT Component" means any product or good manufactured from composite fibre material, coated with Paint and supplied by Wagners.

"Defect or Defective" means any Wagners CFT Component which does not comply with written specifications agreed to in writing by Wagners, or which is faulty, materially non-conforming, inoperable or unsafe.

"Manuals" means the Wagners Maintenance Manual and the Wagners Composite Fibre Technologies Installation Guide as issued and updated by Wagners from time to time and available at www.wagnerscft.com.au.

"Maintenance Program" means the program, specified by Wagners, that details the processes, methods and the Purchaser's responsibility for Wagners CFT Component maintenance and includes the Manuals;

"Paint" means Vitreflon 700HB and Vitreflon 795 XSR coating supplied by A&I Coatings Pty Ltd ABN 55 161 784 185.

"Purchaser" means the purchaser of the Wagners CFT Components.

"Required Documents" includes all documents relevant to the Wagners CFT Components including without limitation, proof of purchase documents, commissioning documents and maintenance records;

"Wagners" Wagners CFT Manufacturing Pty Ltd ACN 099 936 446.

"Warranty Period" The time stated in the Contract, or if no time is stated or if there is no Contract then, 10 years from the date of delivery of the Wagners CFT Components to the Purchaser.

"Warranty Returns" means 11 Ballera Court, 1511 Toowoomba Cecil Plains Road, Wellcamp QLD 4350.

1. Warranty as to materials and workmanship

- (a) Except to the extent any statutory warranty applies and subject to the limitations and exclusions set out in this warranty, Wagners warrants that all Wagners CFT Components (excluding Paint) will be in accordance with any Wagners approved certified design drawings and will be free from Defects in materials and workmanship for the Warranty Period.
- (b) Except to the extent that any statutory warranty applies and subject to the limitations and exclusions set out in this warranty, Wagners warrants for the Warranty Period that the Paint will not under normal atmospheric conditions:
 - (i) fade or change colour to give delta CIE laboratory reading greater than 10 units from its original colour. Colour measurements shall be made on clean surfaces free of all oil, grease, dirt, chalk, oxidised film or other contaminants and using the procedure described in ASTM D-2244-85; and
 - (ii) exhibit loss of gloss in excess of 50% over the Warranty Period when measured with a 60° angle gloss meter in accordance with ASTM D523.
- (c) The warranties set out in clauses 1(a) and (b) do not apply if:
 - (i) the Purchaser fails to install, use and maintain the Wagners CFT Components in accordance with the Manuals;
 - (ii) the Defect is due to any event of force majeure including but not limited to any act of God, extreme weather, wars (whether declared or not), riot, civil commotion, terrorism, vandalism; accident; other malicious damage or industrial action;
 - (iii) the Defect is caused by or contributed to by an act or omission of the Purchaser;
 - (iv) any repairs or modification to the Wagners CFT Components are undertaken by persons not expressly authorised by Wagners;
 - (v) Wagners determines that the Defect or failure of the Wagners CFT Component is not caused by Wagners' manufacture of the Wagners CFT Component;
 - (vi) if any Defect arises as a result of or in connection with, a condition identified through a Maintenance Program or otherwise, for which Wagners has recommended a certain action to the Purchaser and the Purchaser fails to comply with that recommendation;
 - (vii) the Purchaser fails to provide evidence of its compliance with the Manuals;
 - (viii) in the case of Paint:
 - a. defects in the topcoat and/or underlying coatings arise from external causes outside Wagners' control such as but not limited to welding and other forms of heat, firing, pollution, mechanical damage, incorrect cleaning or incorrect use, neglect, fire, explosion, radiation, collision or other accident, outside the design parameters of the system such as chemical or solvent spillage and immersion, severe micro climates including moisture/chemical ponding and exposure, exceptional climatic conditions and/or events, contact with process liquors;
 - b. deterioration in the coating film caused by electro-chemical action as a result of the presence of dissimilar metals; and
 - c. coating issues or defects as a result of surface contamination and/or inadequate surface preparation; and
 - (ix) the Purchaser fails to comply with clause 2 of this warranty.
- (d) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. If the Australian Consumer Law applies, then 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.
- (e) To the extent permissible by law all other statutory provisions regarding the quality, state, condition, or fitness of goods are excluded from this warranty.

2. How a claim is made

- (a) The Purchaser must provide written notice to Wagners of any warranty claim within the Warranty Period and within 7 days of it becoming aware of any Defect of a Wagners CFT Component. Wagners has no obligation under this warranty if the Purchaser fails to notify Wagners in accordance with this clause.
- (b) In order to lodge a valid claim under this warranty, the Purchaser must:
 - (i) provide Wagners with details of the purchase;

- (ii) provide all other Required Documents to Wagners;
- (iii) pay for or provide all non-warranted labour and bear all non-warranted labour costs; pay for any non-warranted shipping charges (if any) and pay the non-warranted transport costs (if any) associated with moving the Wagners CFT Component to Warranty Returns; and
- (iv) pay the costs incurred (if any), to investigate any claim found not to be covered by this warranty.

3. Liability

- (a) For any liability that cannot be excluded, and to the extent the law permits, Wagners' maximum liability arising out of or in connection with this document will not exceed the amount paid to Wagners by the Purchaser for the Wagners CFT Component.
- (b) The liability of Wagners for breach of any non-excludable statutory condition or warranty, or its warranties for its Wagners CFT Components, is limited to any one or more of the following (as determined by Wagners in its absolute discretion):
 - (i) the replacement of the Wagners CFT Component;
 - (ii) the repair of the Wagners CFT Component;
 - (iii) the payment of the cost of replacing the Wagners CFT Component or of acquiring an equivalent composite fibre component;
 - (iv) the payment of the cost of having the Wagners CFT Component repaired;
 - (v) the re-installation of the Wagners CFT Component; or
 - (vi) the payment of the cost of having the Wagners CFT Component re-installed.
- (c) Other than what is stated in this clause, Wagners will not under any circumstances be liable for any direct, indirect, special, incidental or consequential damages, loss or expense of any nature howsoever caused (whether based on negligence, other tort, contract or otherwise) arising directly or indirectly in any way attributable to the Wagners' supply of Wagners CFT Components under the Contract.
- (d) For the avoidance of doubt, this warranty's application is limited to the Wagners CFT Component.

4. General

- (a) The Purchaser must not assign or transfer any of its rights or obligations under this warranty unless the Purchaser obtains Wagners prior written consent to any assignment or transfer. Wagners may accept or reject any assignment or transfer in its sole discretion.
- (b) This warranty is governed by the laws of Queensland.