



# CLAY PAVER WARRANTY

*terms and conditions June 2020*

*The Austral Brick Co Pty Ltd (NSW)  
ABN 52 000 005 550 (the "Company")*

The Company warrants (express warranty) that its Clay Pavers (Pavers) are:

- (a) manufactured and tested to Australian Standards;
- (b) fit for all of the purposes for which goods of this kind are commonly supplied ("intended purpose"); and
- (c) Free from defects

For a period of 10 years from the date of installation.

If this warranty is breached the Company will, at the Company's cost, resupply to you the Pavers which do not meet the warranty.

This warranty extends only to:

- defects occurring in materials and/or workmanship where the Pavers are used for their intended purpose; and
- Pavers where the grade selected is appropriate for the intended purpose; and
- Pavers laid in compliance with all relevant Building Codes, Regulations and Australian Standards.

This warranty is not applicable outside Australia. Claims under this warranty must be submitted in writing to:

Brickworks Building Products Pty Limited  
738 to 780 Wallgrove Road Horsley Park NSW 2175

To discuss your warranty or for technical support please call 132742 or visit [australbricks.com.au](http://australbricks.com.au)

To validate a warranty claim the claimant must notify the Company of the issues with the product and allow the Company reasonable access to the property to (at the Company's cost) inspect and test the product being claimed under this warranty to assess the nature of the issues with the product.

Reasonable evidence of the date of your original purchase must be provided to qualify for these warranties. The original sales receipt is your best proof of purchase.

These warranties do not cover:

- to the extent permissible by law (and subject to any liability under the Australian Consumer Law which cannot be excluded), consequential damage (whether structural or otherwise) or failure due to accidental damage, impact, misuse or negligence of any third party;
- inappropriate choice of product grade;
- slight variations in product colour – variations in colour and shade are inherent in fired clay products;
- Pavers that are damaged by cleaning;
- installation or use of Pavers other than in accordance with relevant Building Codes, Regulations and Australian Standards;
- Pavers that are re-used;
- damage arising out of any 'force majeure' event including but not limited to earthquake, flood, act of God or war; or
- damage arising out of extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments.

All costs of disposal, re-installation, cartage, freight, kilometre expenses and insurance associated with these warranties are to be paid by the claimant and will not be reimbursed by the Company.

To the extent permitted by law, all other warranties whether implied or otherwise, are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company's failure in complying with its obligations.



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*Brickworks Building Products Pty Ltd  
ABN 63 119 059 513 (the “Company”)*

***Australian Consumer Law – Goods of a type not ordinarily acquired for personal, domestic or household use or consumption***

The following statement applies if the supply of the Pavers to you is a supply to a consumer as defined in the Australian Consumer Law of goods of a type not ordinarily acquired for personal, domestic or household use or consumption. In this statement, ‘Our’ means ‘the Company’, and ‘goods’ means ‘Pavers’.

To the extent permitted by law, if the express warranty has been breached and the goods are of a type ordinarily acquired for personal, domestic or household use or consumption then the Company’s liability under the express warranty is limited to the Company at its option doing one of the following:

– resupplying to you Pavers or the supply of equivalent products;

or

– paying the cost to you of acquiring equivalent products.

***Australian Consumer Law – Goods of a type ordinarily acquired for personal, domestic or household use or consumption***

The following statement applies if the supply of the Pavers to you is a supply to a consumer sale as defined in the Australian Consumer Law and the goods are goods of a kind ordinarily acquired for personal, domestic or household use or consumption. In this statement, ‘Our’ means ‘the Company’, and ‘goods’ means ‘Pavers’:

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 for 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.

The benefits given to you by our express warranty are in addition to other rights and remedies under a law provided that your other rights at law operate only to the extent to which they have not been validly excluded by our express warranty.

A product of

**BRICKWORKS**  
— BUILDING PRODUCTS —

**The Austral Brick Co Pty Ltd (NSW) ABN 52 000 005 550**

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