

Warranty Terms and Conditions

Brickworks Building Products Pty Limited

ABN 63 119 059 513 (the "Company")

The Company warrants that:

- (a) for a period of 20 years from the date of delivery Inex Flooring, Inex Wallboard, Inex Renderboard, Inex Express and Inex Weatherboard ; and
- (b) for a period of 10 years from the date of delivery Inex Decking and Inex Maxideck

(Inex Products) will be free from defects in materials and workmanship.

If this warranty is breached the Company will, at the Company's cost, resupply to you the Inex Products or meet the warranty.

This warranty extends only to:

- defects occurring in materials and/or workmanship where the Inex Products are used for its intended purpose; and
- Inex Products installed in compliance with the Inex Board Technical Manuals (current version available at www.inexboards.com.au) and 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
Brickworks Specialised Building Systems Pty Limited
62 Belmore Rd North
Punchbowl NSW 2196

To discuss your warranty or for technical support please call 1300 463 923 or visit www.inexboards.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.

Evidence of the date of your proof of original purchase must be provided to qualify for this warranty. The original sales receipt is your best proof of purchase.

This warranty does not cover:

- Inappropriate choice of product grade;
- 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);
- failure due to accidental damage, impact, misuse or negligence of any third party;
- inappropriate choice of product grade;
- installation or use of Inex Products other than in accordance with relevant Building Codes, Regulations and Australian Standards or published guidelines of the Company;
- damage arising out of any 'force majeure' event including but not limited to earthquake, flood, act of God or war;
- damage arising out of extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments; or
- fair wear and tear

All costs of disposal, re-installation, cartage, freight, 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.

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 Inex Products 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 'Inex Products'.

To the extent permitted by law, if the express warranty has been breached and the goods are goods of a type not 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 the Inex Products or supplying equivalent products; or
- paying the cost of you 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 Inex Products to you is a supply to a consumer 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 'Inex Products'.

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.