



## 10 Year Total Roof Warranty

### Terms and Conditions

Bristile Roofing (East Coast) Pty Ltd (the "Company")

ABN 77 090 775 634

Where the Company supplies and installs a roof consisting of concrete or terracotta roof tiles the Company warrants that the roof tiles are manufactured and installed in accordance with the relevant Australian Standards and are fit for the purposes for which goods of this kind are commonly supplied ("intended purpose"). The Company also warrants all other products that are installed by the Company as part of the original roof installation.

The term of this warranty is 10 years from the date of original installation by the Company. If a verified claim is received by the Company all efforts will be made to resolve it in accordance with the terms and conditions stated below. At the expiration of this warranty customers will still have the ability to claim for any roof tile related issues as described in the Bristile Roofing 50 Year Product Warranty.

This warranty extends only to:

- defects occurring in roof tiles supplied and installed by the Company;
- all accessory materials including but not limited to mechanical fasteners, battens and sarking or permeable membrane used as part of the roof installed by the Company;
- workmanship carried out by the Company as part of the original installation;
- Roofs installed from 1 January 2014.

All reasonable costs including disposal, re-installation, and cartage associated with this warranty will be paid by the Company.

The provision of the builder's name, address where product is installed and approximate installation date will allow for quicker verification and processing of a claim made against this warranty.

This warranty does not cover:

- to the extent permissible by law, consequential damage (whether structural or otherwise) or failure due to accidental damage, impact, misuse or negligence of any third party;
- variations in colour and shade;
- roof tiles that are re-used;
- 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 weather events including but not limited to cyclones, tornadoes, hail storms, and lightning strike;
- removal or reinstallation of any roof mounted appliances or fixtures installed on the roof including but not limited to solar hot water systems, pool heating, air conditioners, solar electric panels, television antennas and satellite dishes;
- damage caused by the installation of any roof mounted appliance or fixture on the roof including but not limited to solar hot water systems, pool heating, air conditioners, solar electric panels, television antennas and satellite dishes;
- damage arising from inappropriate cleaning of the roof or incorrect application of roof coatings;
- damage caused by persons other than Bristile Roofing

To the extent permitted by law, if this warranty has been breached, the Company will at its option:

- Repair or replace the defective roof tiles or other products covered by this warranty. *Note that replaced or repaired tiles or other products are warranted for the remainder of the original 10 year warranty term.*

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;
- any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company's failure in complying with its obligations.

The following statement applies if the supply and installation of the roof tiles to you is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'the Company', and 'goods' means 'roof tiles':

*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 in this warranty are in addition to other rights and remedies under law, provided that your other rights at law operate only to the extent to which they have not been validly excluded by this warranty.

This warranty is not applicable outside Australia.

All claims made against this warranty must be submitted in writing and either posted to PO Box 3040 Darra QLD 4076 or emailed to [warrantyclaims@bristile.com.au](mailto:warrantyclaims@bristile.com.au). To validate a warranty claim the claimant must notify the Company of the issues with the product, allow the Company reasonable access to the property to inspect and test any roof tiles being claimed under this warranty to assess the nature of the issues with the product.