



## Colour For Life Warranty

### Terms and Conditions

La Escandella Ceramica Pty Ltd (the "Company")

The Company warrants that its clay roof tiles colour will remain the same for the life of the product and are fit for the purposes for which goods of this kind are commonly supplied ("intended purpose").

This warranty extends only to:

- defects in colour occurring in supplied clay roof tiles used for their intended purpose and installed in compliance with the Bristile Roofing installation specification and all relevant Building Codes, Regulations and Australian Standards;
- Product supplied after 30 August 2012.

The Company reserves the right to require reasonable evidence of the date of your original purchase to be provided to qualify for this warranty. The original sales receipt is your best proof of purchase.

This warranty does not cover:

- any materials used to install the roof other than the actual roof tiles;
- 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;
- natural variations in colour and shade of the product that are visible when purchased;
- issues resulting from installation or use of roof tiles other than in accordance with relevant Building Codes, Regulations and Australian Standards;
- 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; or
- 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 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 arising from inappropriate cleaning of the roof or incorrect application of roof coatings;
- damage caused by persons other than Company personnel while accessing the roof for any reason.

All costs of disposal, re-installation, cartage, freight, kilometre expenses and insurance associated with this warranty are to be paid by the claimant.

To the extent permitted by law, if the warranty has been breached the Company will:

provide clay roof tiles that match the original product as closely as possible free of charge to replace each defective roof tile. *Note that replaced or repaired tiles are warranted for the remainder of the original warranty term.*

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these warranty terms and conditions 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 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 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.