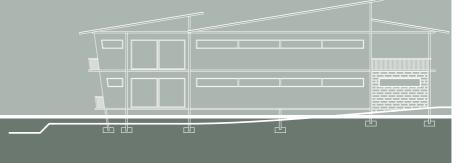
# TERRAÇADE™ WARRANTY

OUR TRADITION, EXPERIENCE AND FINANCIAL STRENGTH HAVE MADE AUSTRAL BRICKS THE FIRST CHOICE FOR MANY ARCHITECTS, BUILDERS AND DESIGNERS.

Austral Bricks' continued commitment to quality and innovation ensures that Terraçade will remain the benchmark for excellence for many years to come.

Terraçade has a warranty of 15 years on the system and a lifetime warranty on colourfastness and durability, as per Austral Bricks' Warranty for Terraçade.





## TERRAÇADE:

### WARRANTY

#### LIFE TIME: TILES

Austral Bricks warrants to the Owner that for the lifetime of the Terraçade™ tiles used in the Terraçade Façade System:

- (a) That they are free of defects in manufacture, are of merchantable quality and are fit for the purpose of use in the Terraçade Façade System.
- (b) That they will not fade nor change colour in normal use except under the most extreme conditions (e.g. sandstorms, repeated subzero temperature, etc).

#### 15 YEARS: SYSTEM

Austral Bricks warrants to the Owner for 15 years from the date of installation that the Terraçade Façade System will remain reasonably fit for purpose (i.e.: use in the Terraçade Façade System), provided it is regularly inspected and maintained (Reference should be made to the Terraçade website for some published quidelines).

#### **REMEDIES:**

If any of the above warranties is breached, Austral Bricks will (at its election) procure one of the following:

- (a) Replace any faulty Terraçade Façade System component at no charge; or
- **(b)** Repair the Terraçade Façade System at no charge; or
- (c) Have the Terraçade Façade System reinstalled; or
- (d) Refund to the Owner the cost paid for the Terraçade Façade System.

#### LIMITATIONS:

- 01 Austral Bricks will not be liable for any direct, indirect or consequential loss or damage which exceeds the costs of any one of the remedies described above.
- 02 No other warranty, term, condition or representation is made or implied and all are excluded to the fullest extent legally possible.
- **03** This warranty is for the benefit of the Owner and is not transferable.
- 04 None of the above warranties:
- (a) Apply to any components of the Terraçade Façade System which are not made by Austral Bricks (which include treated and untreated steel and/or aluminium components). Austral Bricks may (at it's sole discretion) assist the Owner to make any bona fide claim upon the manufacturer or supplier of any such components, which Austral Bricks considers reasonable;
- (b) Relate to Terraçade Façade Systems which have not been stored, installed or maintained according to any published guidelines of Austral Bricks including in any Austral Bricks approved training manual, training module or otherwise (refer to the Terraçade website); and
- (c) Apply to any part of the Terraçade Façade System which is physically damaged in any way by anyone or anything at any time.
- 05 The Standard Brickworks Terms and Conditions of Trade ("These Terms") otherwise apply as between Austral Bricks and the Owner in all respects (whether relating to any Terraçade Façade System or any other dealings between them, directly or indirectly). These Terms are available on Austral Bricks' websites (refer to link below).
- 06 The Terraçade Façade System has been designed to be used in conjunction with only those tiles and components that are, manufactured,

sold, or specifically recommended by Austral Bricks for use with the Terraçade Façade System ("Approved Tiles and Components"). To the fullest extent legally possible, all warranties given by Austral Bricks exclude and do not cover defects in, faults of, damage to, and/or the failure (in whole or in part) of the Terraçade Façade System or any tiles and/or components of it ("Failure") where in the sole judgment of Austral Bricks, such Failure arose from misuse, negligence, accident, failure to use Approved Tiles and Components, unauthorised modification, improper use storage or handling, faulty installation or tampering by the Owner or any third party.

#### **DEFINITIONS:**

- 01 "Terraçade Façade System" means the Terraçade tiles and components as described in applicable Austral Bricks approved manuals, modules or otherwise (refer to the Terracade website).
- **02** "Owner" means the beneficial owner of the property at the time the Terraçade Façade System was installed on that property.
- **03** "Austral Bricks" means The Austral Brick Co Pty Ltd (ABN 52 000 005 550).

## TERRAÇADE AND AUSTRAL BRICKS WEBSITES:

**01** In Australia Terraçade Website - **www.terraçade.com.au** 

Standard Brickworks Terms and Conditions of Trade -

www.australbrick.com.au/national/terms\_conditions\_of\_trade.php

**02** In New Zealand Terraçade Website - www.terraçade.co.nz

Standard Brickworks Terms and Conditions of Trade -

www.australbricks.co.nz/nz/terms\_conditions\_of\_trade.php

Issued 12 May 2008