

ECOWOOL Insulation Pty Ltd (ACN 624 672 475), warrants that its ECOWOOL® products are manufactured in accordance with AS/NZS-4859.1 and are fit for the purpose of insulating ceilings, external timber frame walls, underfloors and internal acoustic partitions, if tested in accordance with the methodology referred to in AS/NZS-4859.1, if properly installed in accordance with the installation instructions and if maintained according to relevant Standards including AS-3999/NZS-4246.

ECOWOOL Insulation disclaims all other representations and warranties of any kind, express or implied, in fact or in law, including, without limitation, the implied limited warranty of merchantability and the implied limited warranty of fitness for a particular purpose.

## CLAUSE 1 - COVERAGE

- 1) ECOWOOL Insulation Pty Ltd warrants to the individual purchasing the glass mineral wool insulation, hereinafter referred to as the "Covered Person" that:
  - a) The glass mineral wool insulation is free from manufacturing defects for a period of 70 years from the date of purchase.
  - b) When used for its intended purpose, properly installed in accordance with ECOWOOL Insulation installation instructions, tested in accordance with the methodology referred to in AS/NZS-4859.1 and maintained in dry conditions and otherwise in accordance with AS-3999/NZS-4246, the NZBC Clauses E2 and E3 (or equivalent), the glass mineral wool insulation can be expected to maintain its thermal insulation properties for a period of 70 years from the date of purchase (glass mineral wool insulation product performance).

## CLAUSE 2 - TERMS AND CONDITIONS

- 1) ECOWOOL Insulation's liability to the Covered Person under this Warranty shall be subject to the following terms and conditions:
  - a) The claimant must provide proof that he/she is a Covered Person by submitting the following documents:
    - i. Receipt showing the date of purchase of the glass mineral wool insulation
    - ii. Details of the seller and the installer.
  - b) The glass mineral wool insulation must be transported and stored in dry conditions at all times between purchase and installation and without bearing the weight of other materials. ECOWOOL Insulation will have no liability under this Warranty in respect of wet or water damaged glass mineral wool insulation.
  - c) The glass mineral wool insulation must be installed in accordance with ECOWOOL Insulation installation instructions and maintained according to AS-3999/NZS-4246, the NZBC Clauses E2 and E3 (or equivalent) and all other applicable building codes adopted by federal, state or local governments or government agencies and applicable to the installation or maintenance. Failure to properly install or maintain the glass mineral wool insulation in accordance with this Clause will void this Warranty.
  - d) The Covered Person may not claim for manufacturing defects under this Warranty that appear outside the 70 years product performance after the date of purchase.
  - e) The Covered Person must provide written notice to ECOWOOL Insulation within 10 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent replacement, rectification or repair. The notice must describe the location and details of the defect or failure and such information as is necessary for ECOWOOL Insulation to investigate the claim. Photographs of the glass mineral wool insulation, showing the defect or failure, must accompany the notice. Samples of the glass mineral wool insulation must be provided.
  - f) Failure to notify ECOWOOL Insulation Pty Ltd. in this manner shall be deemed a waiver of any claim for any purported defect.
  - g) Before commencing any replacement, repair or rectification work, the Covered Person must allow ECOWOOL Insulation or ECOWOOL Insulation's representative to enter the property where the glass mineral wool insulation is installed and examine, photograph and take samples of, the glass mineral wool insulation.
  - h) ECOWOOL Insulation Pty Ltd will not be liable for any actions or expenditures the purchaser may incur prior to written acknowledgement from ECOWOOL Insulation Pty Ltd that it assumes responsibility for the alleged defect.
  - i) Should any manufacturing defect e.g. bulging, warping, buckling or sagging occur during said 70 year period, ECOWOOL Insulation will provide a replacement of glass mineral wool insulation material to the original purchaser, or a subsequent owner of the building if the portion of the glass mineral wool insulation is determined to be defective; but will not pay for any labour costs incurred in the removal of the defected material or the installation of the replacement material.

- j) In lieu of providing replacement material ECOWOOL Insulation reserves the right to, at its sole discretion, refund that amount paid for the defective material (excluding costs to install).
- k) This Warranty applies only to the Covered Person and does not transfer to any subsequent purchaser of any structure in which the glass mineral wool insulation has been installed.
- l) ECOWOOL Insulation's glass mineral wool insulation may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by purchaser.

### CLAUSE 3 - EXCLUSIONS

- 1) ECOWOOL Insulation will have no liability under this Warranty in respect of damage or defects resulting from, or in any way due to the following:
  - a) Storage, shipping, handling or installation of the glass mineral wool insulation in an improper manner or in a manner other than as described above;
  - b) Neglect, abuse or misuse;
  - c) Damage from incorrect design or construction of the structure in connection with which the glass mineral wool insulation is used;
  - d) Force Majeure circumstances such as acts of God, but not limited to, cyclones, tornados, floods, earthquakes, severe weather, fire or other natural phenomena, (including, but not limited to, unusual climate conditions);
  - e) Growth of mold, mildew, fungi, bacteria, or any organism; and
  - f) Lack of proper maintenance.
- 2) This warranty only applies to Ecowool Insulation products where the 70 year warranty mark is printed on the packaging.

### CLAUSE 4 - CLAIMS

- 1) For any claim by the Covered Person under the terms of this Warranty:
  - a) If the glass mineral wool insulation is found to be non-compliant with this Warranty, ECOWOOL Insulation will (at ECOWOOL Insulation's sole option) either:
    - i. Refund the purchase price; or
    - ii. Repair, replace or rectify the glass mineral wool insulation.
  - b) Such claims must be made by written notice:
    - i. Sent to the following address: ECOWOOL Insulation Pty Ltd, 25 Resource Way, Malaga, WA 6090, Australia
    - ii. received within 10 days after discovery of any circumstance giving rise to liability under this Warranty;
    - iii. Containing the details specified in CLAUSE 2.5 and attaching documentary evidence of the matters specified in CLAUSE 2.1e above.

### CLAUSE 5 - SETTLEMENT OF CLAIM

- 1) Any refund or material replacement by ECOWOOL Insulation pursuant to CLAUSE 4 of this Warranty shall constitute a full settlement and release of ECOWOOL Insulation by the Covered Person of all claims, potential claims or actions of any Covered Person for damages or other relief under this Warranty.

## CLAUSE 6 - LIMITATION OF LIABILITY

- 1) ECOWOOL Insulation shall have no liability under this Warranty for:
  - a) Any glass mineral wool insulation subjected to further processing or alteration by any person other than ECOWOOL Insulation or its related companies.
  - b) Any incidental, special, indirect or consequential damages.
- 2) Any monetary compensation is limited to a refund of the purchase price of the glass mineral wool insulation except as required by law.
- 3) You may be entitled to statutory consumer guarantees and ECOWOOL Insulation does not exclude, restrict or modify those consumer guarantees. In all other respects, in so far as and to the maximum extent that it may lawfully do so, ECOWOOL Insulation excludes any liability, whether in tort (including negligence), contract, equity or otherwise, connected with, or arising in relation to, the use or installation of the product.
- 4) ECOWOOL Insulation reserves the right to discontinue or modify any of its glass mineral wool insulations, including the colour thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall ECOWOOL Insulation be liable in the event replacement material varies in colour in comparison to the original glass mineral wool insulation. If ECOWOOL Insulation replaces any material under this Warranty, it may substitute glass mineral wool insulations designated by ECOWOOL Insulation to be of comparable quality or price range in the event the glass mineral wool insulation initially installed has been discontinued or modified.

## CLAUSE 7- LIMITATION OF WARRANTY

- 1) This Warranty constitutes the only warranty extended by ECOWOOL Insulation for the Product. ECOWOOL Insulation disclaims all other warranties, express or implied, but does not exclude any statutory warranties or consumer guarantees that may apply and which cannot be excluded by law. For the avoidance of doubt, any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition and Consumer Regulation 2010 (Australia) and which are not expressly included in this Warranty as additional warranties or conditions, are expressly excluded where permitted.

## CLAUSE 8 – LEGAL RIGHTS AND REMEDIES

- 1) This Warranty gives the Covered Person specific legal rights and remedies. The Covered Person's exclusive remedy and the limit of ECOWOOL Insulation's liability for breach of the Warranty set forth above, whether any such breach is based on negligence, breach of contract or Warranty, strict liability, or any other theory, shall be, at ECOWOOL Insulation's option, the repair, replacement with a like quantity of non-defective or refund of the purchase price, plus reasonable shipping charges incurred by ECOWOOL Insulation for approved returns.
- 2) ECOWOOL Insulation shall not be liable for any incidental, special, indirect or consequential damages based on negligence, breach of contract or Warranty, strict liability, or any other theory, for failure to perform its obligations under this agreement and Warranty. Additionally, incidental, special, indirect or consequential damages shall not be recoverable even if the repair, replacement or refund remedy for ECOWOOL Insulation's breach of its Warranty fails of its essential purpose or for any other reason.
- 3) All disputes or disagreements which may arise out of this Limited Warranty, or in connection with it, shall be settled by Australian Arbitration Court. The decision of this court shall be final and obligatory for both Parties.

Technical specifications as shown in this literature are intended to be used as general guidelines only. The physical and chemical properties of glass mineral wool insulation listed herein represent typical average values obtained in accordance with accepted test methods and are subject to normal manufacturing variations. They are supplied as a technical service and are subject to change without notice. Any references to numerical flame spread or smoke developed ratings are not intended to reflect hazards presented by these or any other materials under actual fire conditions. Warranty and liability upon delivery shall be in accordance with our General Terms and Conditions. No responsibility is assumed for the correctness of this information. Version of 1<sup>st</sup> October 2018.