

Pink® Partition Trade Customer Warranty

Fletcher Insulation warrants that its insulation products are manufactured free from defect:

Warranty conditions

The Fletcher Insulation product performance trade Warranty only applies if:

- The products are installed in accordance with Fletcher Insulation literature current at the time of installation; and
- The product is only used in applications expressly stated in the applicable Fletcher Insulation product literature; and
- The products are acquired by a trade customer for re-supply or for an application other than for personal, domestic or household use or consumption.
- This Warranty excludes any Warranty around installation, performance in application or meeting any local building or application regulation, standards or codes.

Details of Warranty

1. This Warranty is given by:

Fletcher Insulation Pty Ltd
127 Frankston-Dandenong Road, Dandenong South, VIC 3175
Phone: 1300 654 444 Email: info@insulation.com.au

2. This Warranty is provided to trade customers who purchase Fletcher Insulation commercial products listed as follows;

Pink® Partition 11
Pink® Partition 14
Pink® Partition 24
Pink® Partition 32

- 3. This Warranty will apply for 50 years in commercial building applications in which the insulation products covered under this Warranty are installed (Warranty period).**
- 4. To make a claim under this Warranty, a trade customer must submit a Warranty claim to Fletcher Insulation in accordance with clause 7 on the following page.**

Benefits under this Warranty

- 5. During the Warranty period, Fletcher Insulation will honour this Warranty by:**
- a. In connection with the supply of any commercial insulation products and any other goods that do not comply with this Warranty, Fletcher insulation will either:
 - i. Replace Fletcher Insulation goods; or
 - ii. Pay the reasonable costs of acquiring equivalent products or goods;
 - iii. Pay out the remaining warranted life of the product as a percentage of the product purchase price.

Limitations

- 6. Under this Warranty, Fletcher Insulation is not and will not be liable for or in respect of:**
- a. Any damage or loss caused by anyone other than Fletcher Insulation or by any other factor beyond the reasonable control of Fletcher Insulation including, but not limited to, fire, lightning, salt air, chemicals, industrial fall-out, fumes, liquids, solids, animals or precipitation;
 - b. Any mechanical or other damage sustained during or as a result of handling, storage or installation of the commercial insulation covered by this Warranty;
 - c. The removal of the commercial insulation products covered by the Warranty installed or the installation of replacement or equivalent products, or the cost of removal or installation;

- d. Claims relating to the prolonged storage of the products over 6 months from date of production;
- e. Any direct, consequential or indirect loss of any kind; or
- f. Any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software, data, premises or facilities, or loss under, or in relation to, any other contract; in each case, whether of a direct, indirect or consequential nature.

Warranty claim procedure

- 7. A claim under this Warranty must be submitted to Fletcher Insulation at the aforementioned address within the Warranty period and must include:
 - a. A copy of this Warranty;
 - b. A description of how the goods or services purchased do not comply with this Warranty;
 - c. Photos of the products that are considered by the purchaser not to comply with this Warranty; and
 - d. Proof of the date of purchase in the form of an invoice or receipt from the supplier from which the commercial insulation product was purchased.
 - e. Proof of date of installation of the installed products by a licensed tradesperson.
- 8. Fletcher Insulation reserves the right to inspect the product insitu at the installation site and to conduct tests at any time after a Warranty claim is received. Any interference with the product prior to inspection by Fletcher Insulation will void a claim under this Warranty.
- 9. All Warranty claims must be made within 30 days of you first becoming aware (or ought reasonably to have been aware) of the alleged non-conformance.
- 10. The customer making a claim under this Warranty will bear all expenses incurred in making the claim, including all costs incurred in returning a defective product or goods to Fletcher Insulation for repair or inspection, and any costs incurred in collecting goods from Fletcher Insulation.

Further

- 11. This trade Warranty applies to trade customers only. Should a consumer purchase this product for personal, domestic or household use or consumption and not for resupply then any benefits under this Warranty are in addition to any rights or remedies that may be available to consumers under the Australian Consumer Law which cannot be excluded. Please refer to the Fletcher Insulation consumer product Warranty found at www.insulation.com.au/download-categories/consumer-warranties/

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