

## Fletcher Protect® Party Wall Batts 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:

- Subject to the conditions set out in this Warranty, Fletcher Insulation warrants that when installed in accordance with the requirements of AS 3999 in residential, National Construction Code–Class 1 buildings; 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.
- Product must remain dry during transportation, storage, installation and use.

### 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](mailto:info@insulation.com.au)

2. This warranty is provided to trade customers who purchase Fletcher Protect® Party Wall Batts insulation.
3. This warranty will apply for 10 years in residential building applications in which the Fletcher Protect® Party Wall Batts 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 below.

### Benefits under this Warranty

5. During the warranty period, Fletcher Insulation will honour this warranty by:
  - a. In connection with the supply of any Fletcher Protect® Party Wall Batts products and any other goods that do not comply with this warranty, Fletcher insulation will either:
    - i. Replace Fletcher Protect® Party Wall Batts insulation or the goods; or
    - ii. Pay the reasonable costs of acquiring equivalent products or goods;

### 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 Fletcher Protect® Party Wall Batts insulation;
  - c. The removal of the Fletcher Protect® Party Wall Batts insulation 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 Fletcher Protect® Party Wall Batts insulation product was purchased.
  - e. Proof of date of installation of the installed products by a licensed builder.
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 may 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 only applies to trade customers. 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/](http://www.insulation.com.au/download-categories/consumer-warranties/)

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