

# PRODUCT WARRANTY



## Low-Rise Residential Wall Systems

<b>Description:</b>	Hebel® Autoclaved Aerated Concrete panels ("Hebel Products")
<b>Who is providing the Warranty:</b>	CSR Building Products Limited (trading as CSR Hebel). This warranty is authorised by: <ul style="list-style-type: none"><li>• Andrew Rottinger (CSR Hebel)</li><li>• Phone: +61299641775</li><li>• Email: arottinger@csr.com.au</li><li>• 39 Delhi Rd, North Ryde, NSW</li></ul>
<b>What this Warranty applies to:</b>	Hebel Products described above when used in low rise residential systems (for frame construction - up to 3 storeys) and handled, installed and maintained in accordance with the latest versions of Hebel Design & Installation Guides <i>HELIT013</i> , <i>HELIT016</i> , <i>HELIT017</i> , <i>HELIT152</i> , <i>HELIT181</i> , ("Literature"). Please check the CSR Hebel website for the latest version. For details of warranties on other products, or on other Hebel building systems, please contact your CSR Hebel representative.
<b>Commencement date:</b>	This warranty applies in respect of all Hebel Products purchased on or after 1/8/2015.
<b>Termination date:</b>	Until superseded. Please check the CSR Hebel website for details of current warranty.
<b>Risks Covered:</b>	Subject to the conditions and exclusions set out in this warranty document and for the term of this warranty the Hebel Products are free from any inherent defects in manufacture and shall not materially degrade, corrode or break down to the extent such is caused by inherent defects in manufacture ("Hebel Warranty").
<b>Term of Warranty:</b>	20 years from the date of purchase
<b>Conditions:</b>	This Hebel Warranty will only apply where: <ol style="list-style-type: none"><li>Any reasonable documents reasonably requested by CSR Hebel in support of the claim (including but not limited to proof of purchase) are provided and the Hebel Products have been paid for in full;</li><li>CSR Hebel is notified within 12 weeks after the alleged defect is discovered (or after the alleged defect ought to have been discovered) and in no circumstances after the expiry of the relevant Hebel warranty;</li><li>CSR Hebel is provided a reasonable opportunity to inspect the alleged defective Hebel Products in situ and prior to their removal, repair or replacement and the claimant has paid for any testing and investigation directed by CSR in order to ascertain the underlying cause of the problems encountered (CSR will refund such costs reasonably incurred in the event that it subsequently determines that the underlying cause is covered by this warranty);</li><li>The Hebel Products have been handled, installed and maintained in accordance with CSR Hebel's Literature current as at the time of purchase;</li><li>All components used as part of a system as set out in the Literature ("Hebel System") in which the Hebel Products are installed were as specified and sold by CSR Hebel; and</li><li>The relevant Hebel System was constructed in compliance with CSR Hebel's Literature current as at the time of purchase and in accordance with the National Construction Code of Australia and all relevant Australian Standards current at the time of installation any other relevant laws, regulations and industry codes.</li></ol>
<b>Consumer guarantee provisions:</b>	<p>This Hebel Warranty is in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the Hebel Warranty relates. The following statement is provided where the Hebel Product is supplied to a buyer who is a "consumer" under the Australian Consumer Law:</p> <p>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.</p>

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**Exclusions:**

For the avoidance of doubt, this Hebel Warranty does not apply to, and CSR Hebel is not liable for, matters including but not limited to:

- (a) Damage to, or deterioration of Hebel Products arising from external causes outside CSR Hebel's control including but not limited to, building structure movement, welding or other heating, pollution, exposure to conditions that would normally be deleterious to conventional concrete products (e.g. acidic environments), mechanical damage, hydrostatic pressure, electrical or electrolytic damage, incorrect cleaning, neglect, fire, explosion, radiation, collision, or other accident, acts of God, wars, riots, civil commotion, vandalism, or malicious damage, industrial action, adverse weather conditions (such as, for example, hail storms, sand storms) and the like
- (b) Damage to, or deterioration of, Hebel Products caused by work carried out on the Hebel Products and/or Hebel System or any other part of the structure of which they form part before, during or after installation.
- (c) Damage to, or deterioration of, Hebel Products caused by mishandling (including, but not limited to, failure to comply with any "Panel Handling" information in the Literature), of the Hebel Products and/or Hebel System before, during or after installation.
- (d) Any faults to the extent that they are caused or contributed to by any third party design or engineering of the building or structure to which the Hebel Products and/or relevant Hebel System is attached (including but not limited to the design of the frame or foundations to which the Hebel Products and/or relevant Hebel System is incorporated or affixed).
- (e) Any faults to the extent they are caused or contributed to by any materials or accessories supplied by third parties.
- (f) Cracking in any coatings (or sealants) applied over any Hebel Products (including any damage to the relevant Hebel System caused by such cracking). Note: Before choosing a coating (or sealant system), it is the purchaser's responsibility to liaise with the manufacturer of those systems to ensure that the system is suitable to the Hebel Products substrate and that it provides the minimum elasticity & water ingress protection in accordance with CSR Hebel Literature current as at the time of purchase.

Other than as expressly set out in this Hebel Warranty, and the warranties that cannot be excluded under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) and any other law, CSR Hebel excludes all other warranties and guarantees with regard to Hebel Products including all implied warranties and guarantees.

To the extent it is able to do so, CSR Hebel excludes all liability for loss and damage (including consequential loss) where the relevant Hebel Product is a good other than of a kind ordinarily acquired for personal, domestic or household consumption.

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**Nature of Recompense:**

If a valid claim is made pursuant to this Hebel Warranty, CSR Hebel will, at its sole option:

- (a) Supply a replacement of the defective Hebel Products or supply equivalent goods; or
- (b) Repair the defective Hebel Products; or
- (c) Pay for the supply of a replacement for the defective Hebel Products; or
- (d) Payment for the repair of the defective Hebel Products.

Other than liability which cannot be excluded by law, CSR Hebel otherwise excludes all liability for loss and damage (including without limitation all indirect and consequential loss).

Any remedial work carried out or paid for under the provisions of this warranty will not extend the term of the warranty.

In all cases, CSR Hebel's liability is limited to the value of the Hebel Products.

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**Disclaimer:**

The mere granting of this Hebel Warranty to a particular person, organisation, or in respect of a specific building, should not be taken to infer in any way that CSR Hebel has satisfied itself as to the compliance of any particular building with any of the conditions of this warranty, including (without limitation) that Hebel Products were exclusively used in its construction. Further, CSR Hebel is not responsible for ensuring that the Hebel Products are appropriate for the intended application. The beneficiary of the warranty should satisfy themselves in both regards. Any site visits carried out by CSR Hebel cannot and do not represent inspections, nor do they constitute guarantee or warranty in respect of third party installation.

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**Related Warranties:**

This Hebel Warranty does not apply in respect of third party coating products or systems. Please see your coatings supplier for details of their warranty

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**Claim Process:**

If you are the homeowner, please contact your Builder. If you are the Builder, please obtain your proof of purchase then contact CSR Hebel customer service on 1300 369 448 or at 112 Wisemans Ferry Road, Somersby NSW 2250.

All expense of claiming the warranty will be borne by the person making the claim.