



## 10 Year Limited Material Warranty

This warranty does not confer any rights other than those expressly set out of below and does not cover any claims for consequential loss or damage. This warranty gives the purchaser conditional specific legal rights and is offered as an extra benefit and does not affect your statutory rights. Other rights may also be available which may vary from country to country.

Except where any additional benefits are provided as set out below, in the event of a conflict between this warranty and the terms and conditions relating to the supply of the Product and/or services to which the warranty applies the terms and conditions will prevail.

The legal and beneficial ownership of Product shall revert to the Company upon any replacement of the Product whereupon the legal and beneficial ownership of the replacement Product shall vest in you.

What this warranty covers, how it applies to Product and is invalidated is set out below.

THIS WARRANTY accrues to the original owner of the Product and IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS OF THE PRODUCT.

**(A)** Earthstone ('Company') Warrants to the original purchaser of the Company's Product for residential use that the Company will at any time after installation or performance and without charge:

**1)** At its option repair or replace Product if it fails due to a Company manufacturing damage or defect occurring at any time throughout the life of the Product subject to the terms of this warranty.

**(B)** This warranty will be invalidated by and does not cover damage or defect or perceived defect:

**1)** Caused by your improper use of Product or subsection of Product to unauthorised repair;

**2)** Caused by any work carried out which is not provided for in any order confirmation received from your local Earthstone licensee;

**3)** Caused by your failure to comply with instructions as to use and care of the Product;

**4)** Not notified by you within 14 days from the date on which such damage should have been apparent on reasonable inspection by you;

**5)** Caused by physical abuse or breakage not due to a Company defect in the manufacturing of the material;

**6)** Caused by failure of any substrate, adhesive, caulk, silicone or other finishing or maintenance accessories, or failure of any caulked, silicone or filled joint or seam;

**7)** Caused by or a result of colour and/or textural and/or equivalent variation (including without limitation variation from one adjoining sheet to another; and/or variation through joins; and/or unique colourisation and/or texture and/or air pockets and/or pores; and/or fine swirls and/or buffmarks) which may occur outside the control of the Company;

**8)** Not notified to the Company before the original owner of the Product ceases to own the premises containing the Product;

**9)** Causes by your failure to follow Company approved instructions including without limitation relating to preparation of surfaces or subsection of such surfaces to workmanship by third parties or as detailed in the Care Maintenance and Product Information Guide which is incorporated into and forms part of this warranty;

**10)** Caused by weakening or cracking where drainer grooves have been cut into the Product thereby invalidating this warranty.

**(C)** While some customers may opt to have the Product installed in

outdoor applications this use is not covered by this 10 Year Limited Material Warranty.

**(D)** This warranty applies only to Product:

**1)** For which the contract price and GST or other tax (if any due) is paid in full;

**2)** Which fails due to a manufacturing defect;

**3)** Which does not comply with the agreed specification due to defects in the Product;

**4)** Which has not been moved from its original place of installation;

**5)** And for the avoidance of doubt does not cover defects or damage arising from or related to installation of the Product.

**(E)** The Company's obligation hereunder is limited solely to the repair or replacement of Product purchased hereunder, including necessary labour charges. No implied or express warranty or merchantability or fitness for a particular purpose is granted by this warranty except as expressly stated herein. Except as provided herein, the Company shall not be liable in either tort or contract for any loss or direct, consequential or incidental damages arising out of the use or inability to use the Product residentially hereunder.

Any questions under this warranty should be addressed to the Company's local Product intermediary:

Apex Distribution Pty Ltd  
7 Boola Place  
Cromer NSW 2099  
Tel. 02 8817 5900  
Email. [info@earthstone.net.au](mailto:info@earthstone.net.au)