

Warranty Terms and Conditions

Brickworks Building Products Pty Ltd
ABN 63 119 059 513 (the "Company")

The Company warrants that its Pronto Panels are manufactured and tested to Australian Standards, fit for all of the purposes for which goods of this kind are commonly supplied ("intended purpose") and compliant with the relevant Building Code for a period of 15 years from date of original purchase.

This warranty extends only to:

- defects occurring in materials and/or workmanship where the Pronto Panels are used for their intended purpose; and
- Pronto Panels installed in compliance with the Pronto Panel Technical Manual (current version available at www.prontopanel.com.au) and all relevant Building Codes, Regulations and Australian Standards.

Reasonable evidence of the date of your original purchase must be provided to qualify for these warranties. The original sales receipt is your best proof of purchase.

These warranties do not cover:

- to the extent permissible by law, consequential damage (whether structural or otherwise) or failure due to accidental damage, impact, misuse or negligence of any third party;
- inappropriate choice of product grade;
- installation or use of Pronto Panels other than in accordance with relevant Building Codes, Regulations and Australian Standards;
- Pronto Panels that are re-used;
- damage arising out of any 'force majeure' event including but not limited to earthquake, flood, act of God or war; or
- damage arising out of extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments.

All costs of disposal, re-installation, cartage, freight, kilometer expenses and insurance associated with these warranties are to be paid by the claimant.

The following statement applies if the supply of the Pronto Panels to you is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'the Company', and 'goods' means 'Pronto Panels'.

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.

Notwithstanding the preceding clause, the liability of the Company is limited, in relation to its Pronto Panels, to the extent permissible by law and at the option of the Company to:

- replacing the Pronto Panels or the supply of equivalent products; or
- the payment of the cost of acquiring equivalent products.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these warranty terms and conditions are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company's failure in complying with its obligations.

The benefits given to you in this warranty are in addition to other rights and remedies under a law in relation to the Pronto Panels to which this warranty applies.

This warranty is not applicable outside Australia.

To make a claim under this warranty, to discuss your warranty, for technical support or to obtain locations for your nearest stockist, please call 13 726 357 or visit www.prontopanel.com.au