



# Better Exteriors.

**Head Office: 4/125 Highbury Road, BURWOOD VIC 3125**

## **PRODUCT WARRANTY**

**1.** Subject to the conditions and limitations set out in the warranty below, MDN Australia Pty Ltd trading as Better Exteriors, warrants to the purchaser (you) of Our products for residential and commercial use (Products) that we will, at Our option, repair or replace the Product without charge if the Product fails directly as a result of a defect in its manufacture or material used in its manufacture, during 2 years after You have purchased the Product and upon Your presentation of proof of purchase to Better Exteriors. This Warranty terminates 2 years after Product purchase date.

**2.** To the fullest extent permitted by law this warranty does not cover any defect or damage caused by:

- a) Any act of God, natural occurrence or any other circumstance beyond the control of Better Exteriors.
- b) Physical abuse, negligence, vandalism, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, the use of solvents or inappropriate cleaning products/materials, improper maintenance, unauthorised alteration or repair, exposure to chemical products, and/or normal 'wear and tear', including without limitation, fractures, burns, scratches, stains, cuts, wine marks and scuffs on the Product (regardless of whether this was caused by the purchaser)
- c) Use of the Products for any purpose other than the use for which the Product was intended.
- d) General fading and discoloration.
- e) Variation in colour, pattern and shade in the Product against the sample product, displays and/or printed illustrations.
- f) Thermal shock, excessive heat or excessive weight.
- g) Failure of any mortar adhesive, grout, caulk, or other accessory, or failure of any grouted/caulked or filled joint seams.
- h) Faulty workmanship by any person subsequent to Our supply of the Product.
- i) Anything which has been disclosed as a feature or limitation of the Product (regardless of whether such disclosure is made verbally or in writing); or
- j) A defect which is, in Better Exteriors opinion, trivial or insubstantial.

**3.** This Warranty applies only to Products:

- a) Which have been purchased from Better Exteriors for residential or commercial use in Australia.
- b) Which have not been moved from their original place of installation or at any time been reinstalled.

c) Where you have given us written notice of your complaint within 7 days of first becoming aware of it.

**4.** This Warranty will only cover Product replacement and not any labour charges.

**5.** If Better Exteriors determine that a replacement product is not available in the same colour, shape, finish or size as the Product covered by this Warranty we reserve the right to provide a replacement of Product of as close a size, colour, shape and finish as is reasonably possible from Better Exteriors current stock range in satisfaction of our obligations under this Warranty.

**6.** To the extent permitted by law, Better Exteriors will not be liable in respect of the Warranty:

- a) For loss caused by the fact that Better Exteriors no longer stock a type or colour match of the Product.
- b) For injury or damages of any kind or nature to person or property.
- c) For any special or consequential damages.

caused as a result of a defect in the Product.

**7.** Subject to any condition or warranty implied in your favor at law which cannot lawfully be excluded, to the fullest extent permitted by applicable law our liability under this warranty or in connection with the Product is limited to:

- a) The replacement of the Products or supply of equivalent products.
- b) The repair of the Products.

at Our election.

**8.** Neither Party may transfer or assign this warranty.

**9.** To be eligible for this Warranty, you must fill out the below registration card and return it to Better Exteriors at the address above within 30 days of purchasing the Product. To the extent permitted by law this Warranty (and its exclusions, limitations and reservations) is the sole warranty for the Products and we disclaim any other implied Warranty or claimed in respect of the Product. This Warranty cannot be altered or modified by any party once the Warranty registration card has been completed and returned to Better Exteriors, and prior to such time may be only be altered or modified by Better Exteriors in writing.

Customer Details-

Customer Name .....

Phone .....

Address Where Product is Installed .....

Date Purchased ..... / ..... / .....

Customer Signature .....