

FRICKER WARRANTY



Terms and Conditions of Warranty

CSR Building Products Limited (CSR) hereby warrant for a time period of 10 (ten) years from the date of supply that the Fricker products supplied shall:

- Be free from defects in material and workmanship except such defects as are normally regarded as being commercially acceptable including minor variations in colour, texture and tolerances.
- Conform to Australian Standards AS/NZS2785-2000.

Limitations to Warranty:

- (a) No liability is accepted for defects caused by any third party's actions, negligence, handling or storage of the goods.
- (b) CSR shall have no liability for any loss, damage or expenses suffered by any third party however such losses or expenses are caused.
- (c) Except as specifically set out in this warranty, any term, representation, condition or warranty in respect of the quality, condition or description of the goods whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded. To the extent that legislation imposes warranties or conditions or impose obligations upon CSR which cannot be excluded, restricted or modified, this warranty must be read subject to those statutory provisions to the extent that they apply.

Exclusions of Liability

Other than as expressly accepted in accordance with, and subject to, the terms of this warranty, CSR excludes all liability, whether statutory, tortious (including negligence) or otherwise. This includes excluding all liability for personal injury, property damage, loss of profits, revenue, savings, labour, material or other costs, claims, damages or expenses, whether special or consequential and however caused or arising, including arising from a breach of warranty.

Limit of Liability

CSR's liability for any breach of warranty shall be limited, at its option, to (a) the supplying of the goods; or (b) the payment of the cost of having the goods supplied again.

This Warranty will be invalidated if:

- CSR does not receive payment in full in accordance with the agreed terms of trade, or
- The system is not installed in accordance with "Installation and Maintenance Guide for Fricker Grid Components", or
- Fricker Systems are installed such that they are exposed to moisture or corrosive materials, or
- A Fricker system incorporates any component not manufactured or approved by Fricker, or
- Installation of the Fricker Systems components are disturbed by other trades
- Grid is supporting any item(s) that exceed its designed load.

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