

# PRODUCT WARRANTY



PRODUCT WARRANTY FOR CLAY BRICK PRODUCTS  
MANUFACTURED BY PGH BRICKS AND PAVERS  
(ABN 68 168 794 821)

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**BUILDER/INSTALLER:** \_\_\_\_\_

**PRODUCTS USED:** \_\_\_\_\_

**PROJECT ADDRESS:** \_\_\_\_\_

**DATE OF WARRANTY:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## 1. WHO IS PROVIDING THIS WARRANTY?

Pgh bricks and pavers (abn 68 168 794 821)

## 2. WHAT IS COVERED BY THIS WARRANTY?

PGH warrants that the bricks manufactured by PGH ("PGH Bricks") and supplied to the Builder/Installer or to the Consumer on or after 1 May 2015 for use in a wall cladding application ("Intended Purpose"), which are of the appropriate grade for their Intended Purpose and are laid in accordance with the relevant building codes, regulations and Australian standards, will remain fit for purpose and colourfast (will not fade or change colour shade), for a period of 25 years from the date of this warranty or, if not specified, 25 years from the date of purchase. This warranty is subject to the terms, conditions and exclusions set out below. All of the conditions and requirements stated in this warranty must be met in order to make a claim under this warranty.

## 3. WHO IS THE WARRANTY PROVIDED TO?

This warranty is only provided to the Builder/Installer and the Consumer (as defined under Australian Consumer Law for the purposes of the Competition and Consumer Act 2010 (Cth)) named in this warranty. This warranty may not be assigned by the Builder/Installer or the Consumer without the express written approval of PGH, which may be withheld in PGH's absolute discretion.

## 4. DOES THIS WARRANTY NEED TO BE REGISTERED WITH PGH?

The Builder/Installer or the Consumer must register this warranty with PGH within 3 months of the date of purchase of the PGH Bricks. You can register this warranty by contacting PGH using the contact details set out at the beginning of this warranty. If the warranty is not registered, no valid claim can be made under this warranty.

## 5. HOW IS A CLAIM MADE UNDER THIS WARRANTY?

To make a valid claim under this warranty, it is a condition of this warranty that the Builder/Installer or Consumer must notify PGH in writing (at the address or email address at the beginning of this warranty) of the claim within 12 weeks after the alleged defect is discovered or ought to have been discovered and otherwise within the 25 year term of this warranty. It is a condition of this warranty that PGH be provided with the following details at the time of any claim under this warranty being submitted (as well as any further information reasonably requested by PGH following receipt of the claim):

- reasonable evidence of the date of the original purchase (the original sales receipt is the best proof of purchase);
- a copy of this warranty; and
- a reasonable opportunity for PGH (and/or its nominated expert) to inspect the alleged defective PGH Bricks in situ and prior to any removal, repair or replacement works.

All expenses of claiming under this warranty will be borne by the person making the claim.

## 6. WHAT WILL PGH DO IF YOU HAVE A VALID CLAIM UNDER THIS WARRANTY?

If the Builder/Installer or the Consumer has a valid claim under this warranty, PGH will, in its sole and absolute discretion, do one of the following:

- supply replacement bricks manufactured by PGH;
- pay for the reasonable cost of supply of replacement bricks; or
- repair or pay for the reasonable cost of repair of the defective PGH Bricks.

For the avoidance of doubt, if PGH elects to replace the PGH Bricks, the period of this warranty does not recommence and the replacement bricks are warranted, under the terms of this warranty, for the remainder of the original 25 year warranty term only.

Where PGH elects to replace or repair the PGH Bricks, the replacement product may vary in colour from the original PGH Bricks.

## 7. DOES THIS WARRANTY AFFECT STATUTORY WARRANTIES AFFORDED TO CONSUMERS?

The following statement applies if the supply of the PGH Bricks to you is a "Consumer" sale as defined under Australian Consumer Law for the purposes of the Competition and Consumer Act 2010 (Cth).

This warranty is in addition to other rights and remedies afforded to you under the

Australian Consumer Law and the following statement applies to you: 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 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.

## 8. WHAT ARE THE OTHER CONDITIONS OF THIS WARRANTY?

This warranty only applies to PGH Bricks:

- that are used for their Intended Purpose;
- that have a grade selected appropriate to the Intended Purpose at the applicable address for installation;
- that are laid in accordance with all relevant Building Codes, Industry codes, Australian laws and regulations and Australian Standards; and
- that have been handled, installed and maintained in accordance with PGH's literature relevant to PGH Bricks and current as at the time of purchase.

PGH makes no representations in this warranty that the PGH Bricks are reasonably fit for any particular purpose other than the Intended Purpose or for use at any particular address. For the avoidance of doubt, a failure to comply with any of the conditions of this warranty will bar the Builder/Installer or the Consumer from making a valid claim under this warranty.

## 9. WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty does not apply to, and PGH is not liable under this warranty, for the following:

- Natural variation in fired clay products which may affect the colour, texture and composition at the time of manufacture. These factors are not considered defects and are excluded under this warranty.
- Damage arising out of extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments.
- Re-used bricks including any bricks which are removed from their first place of installation and re-installed.
- Damage or deterioration to the Bricks arising from external causes outside PGH's control, including but not limited to: building structure movement; defects in the building design; pollution; exposure to extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments; mechanical damage; hydrostatic pressure; electrical or electrolytic damage; incorrect cleaning including cleaning with unsuitable chemicals or pressure; application of incorrect coatings; falling objects; animals or insects; neglect; moisture leakage, collision; or other accident; other force majeure events.
- Damage to the PGH Bricks that has been caused or contributed to by any materials and accessories supplied by third parties or by any third party design or engineering of the building or structure to which the PGH Bricks are attached (including but not limited to the design of the frame to which the PGH Bricks are affixed).

Other than as expressly set out in this warranty, and the warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law, PGH excludes all other warranties and guarantees with regard to the PGH Bricks, including all implied warranties and guarantees and PGH is not liable in contract, tort (including without limitation negligence or breach of a statutory duty) or to otherwise compensate the Builder/Installer or the Consumer for any:

- increased costs or expenses;
- loss of profit, revenue, business, contracts or anticipated savings;
- loss or expense resulting from a claim by a third party; or
- special, indirect or consequential loss or damage of any nature whatsoever caused by PGH's failure to comply with its obligations, and PGH's total aggregate liability in all circumstances is limited (to the extent permitted by law) to the amount paid for the PGH Bricks.

This warranty is not applicable outside of Australia.

**STORE THIS WARRANTY AND YOUR ORIGINAL RECEIPT IN A SAFE LOCATION.**