

Product Warranty for PGH Pavers

1. The Warranty

PGH Bricks & Pavers Pty Ltd (ABN 68 168 794 821) (“**PGH**”) warrants that for a period of 10 years from date of purchase the Product will remain free of defects in materials or manufacture, subject to the terms and conditions below.

“**Product**” refers to any PGH pavers manufactured and supplied to the builder, installer, or consumer on or after 1 May 2015.

2. Conditions

This warranty will only apply where:

- the Product is handled, installed and maintained in accordance with relevant Australian Standards, Building Codes and Regulations;
- no external forces or causes have degraded the workmanship and/or materials of the Product, other than those forces or causes which the National Construction Code (“NCC”) and/or the relevant Australian Standards regard the Product as having been designed to withstand under normal conditions; and
- PGH is given a reasonable opportunity to inspect any Product claim in-situ prior to its removal, repair or replacement.

3. Exclusions

This warranty does not cover

- occasions where the design for the use of the Products and/or installation of the Products was not carried out in accordance with the NCC and/or by experienced personnel;
- faults due to accidental damage, misuse or negligence;
- damage caused to Products by:
 - handling of the Product in transit and on-site (including storage);
 - poor design or detailing;
 - poor workmanship;
 - movement of materials to which the Product is attached and/or, incorrect design of the foundations, footings or structural movement;
 - high levels of pollution;
 - acts of God including, but not limited to, floods, cyclones, earthquakes or other severe weather or unusual climatic conditions;
 - performance of third party coatings applied to the Product; and
 - normal wear and tear
- deterioration of any part of the Product caused by work carried out on the Product after installation, including any re-use of the Product after its initial installation;
- any faults to the extent that they are caused or contributed to by any third party design or under-engineering of the building or structure to which the Product is attached (including, but not limited to the design of the frame or foundations to which the Product is incorporated or affixed); or
- consequential loss and damage of any kind.



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)) and any other law, PGH excludes all other warranties and guarantees with regard to the Product, including all implied warranties and guarantees.

The builder/installer must ensure the Product meets any aesthetic requirements prior to installation, including, but not limited to:

- variations when compared to sample materials, displays or printed illustrations; and
- scratch marks and other reasonably visible surface imperfections.

4. Remedies

Subject to the rights and remedies of a consumer under a law which cannot be limited PGH's liability under this Product warranty will be limited, at PGH's discretion, to:

- the replacement of the defective Product or the supply of equivalent goods; or
- the repair of the defective Product; or
- payment for the repair of the defective Product.

Any remedial work carried out or paid for under the provisions of this warranty will not extend the term of the warranty.

5. Consumer Guarantee Provisions

The following statement is provided where the Product is supplied to a "consumer" under the Australian Consumer Law: 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.

6. Making a Claim

If you are the property owner, please contact your builder or installer at first instance.

If you are the builder, installer or direct purchaser of the Product, please make a claim under this warranty by contacting PGH on 13 15 79 or at pghbrickswarranty@pghbricks.com.au.

A representative of PGH will inspect and assess the claim and, if it is established that the defect is covered by this warranty, PGH will arrange a remedy.

All expenses of claiming the warranty will be borne by the person making the claim. PGH requires reasonable documentation supporting the claim to be provided when making a claim.

