

## HURRICANE® BAL RATED NATURAL VENTILATOR WARRANTY

Subject to clauses 1-5 below, CSR Building Products Limited ABN 55 008 631 356 t/as Bradford® ("Bradford") warrants From the date of install, for a period of FIFTEEN (15) YEARS that the Bradford Hurricane BAL Natural Ventilator Turbine and Body and for a period of TWO (2) YEARS that the Bradford Damper (if applicable) will retain its performance characteristics and be BALee From faulty materials and workmanship (as described in clause 1).

1. For the purposes of this Warranty, evidence of faulty materials or workmanship is limited to a fault:
- a) preventing the quiet operation of the Bradford Hurricane BAL Natural Ventilator and/or Damper (as reasonably expected From an equivalent (flow rate) natural, wind-driven ventilator and/or Damper);
  - b) preventing the rotation of the ventilator in suitable weather conditions; and/or
  - c) which affects the physical integrity of the Bradford Hurricane BAL Natural Ventilator and/or Damper in a manner which negatively impacts on the performance of the Bradford Hurricane BAL Natural Ventilator.

Colour fading of a Bradford Hurricane BAL Natural Ventilator, if consistent with the general fading expected From other roofing materials on which the product is installed, is not regarded as a product fault.

2. This Warranty will immediately terminate and cease to apply if and when an Bradford Hurricane BAL Natural Ventilator and/or Damper is:
- a) subjected to fire conditions or any exposure to prolong heat;
  - b) applied to buildings against Bradford advise (project dependent);
  - c) handled, installed or used other than in compliance with the current version (as at the purchase date) of Bradford "Installation Instructions" for the Hurricane BAL Natural Ventilator and/or Damper;
  - d) exposed to conditions which would normally be adverse or harmful to conventional turbine ventilators, including but not limited to:
    - i) wind speeds of 198km/h or greater;
    - ii) damage caused by foreign objects, projectiles or debris (including hail or storm-related debris);
    - iii) modification(s) without the written authorisation From Bradford;
    - iv) any usage other than for the sole purpose of ventilating a residential or commercial building, including warehouses, factories, school buildings and garages, UNLESS approved in writing by Bradford; and/or
    - v) any chemical agents, corrosive fumes, substances, particulates, odour streams and vapours, UNLESS the application and exposure has been approved in writing by Bradford;

3. This Warranty will only apply to the original installation of the relevant Bradford Hurricane BAL Natural Ventilator and/or Damper (and is subject to presentation of the relevant product receipt), and will immediately terminate upon the removal From the initial installation of such Bradford Hurricane BAL Natural Ventilator. This Warranty does not cover the cost of removal of faulty products or installation of repaired or replacement products.

4. In circumstances where a bearing(s) and/or Damper motor fault is identified during the relevant term of this Warranty, Bradford liability under this Warranty is limited to supply to the owner a replacement bearing(s) and/or damper motor and instructions for installation. In these circumstances, the owner will be responsible for replacement of the bearing(s) and/or damper motor.

5. Other than as expressly set out in this Warranty, Bradford excludes all other warranties with regard to Bradford Hurricane BAL Natural Ventilator and/or Damper, including all implied warranties. In the event that legislation, including the Trade Practices Act 1974 (Cth), implies warranties or conditions, or imposes obligations on Bradford which cannot be excluded, restricted or modified, this Warranty must be read subject to such statutory provisions. If such statutory provisions apply, to the extent to which Bradford is able to do so, its liability under these provisions will be limited, at its option, to:

- a) the replacement of the goods or supply of equivalent goods;
- b) the repair of the goods;
- c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- d) the payment of the cost of having the goods repaired.

Bradford will have no liability arising out of or in connection with special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such breach unless and then only to the extent that such a liability is imposed on Bradford by legislation. Certain other conditions and warranties may be implied by the Act and by State and Territory legislation. Such conditions and warranties are expressly excluded to the extent exclusion is not prohibited pursuant to such legislation.

For any claims or other questions in respect of this Hurricane BAL Natural Ventilators Warranty, please contact Bradford.