

## HURRICANE<sup>®</sup> TURBINE VENTILATOR WARRANTY | H100 – H900

Subject to clauses 1-5 below, CSR Building Products Limited ABN 55 008 631 356 t/as Bradford Ventilation (“Bradford Ventilation”) warrants for a period of FIFTEEN (15) YEARS from the date of purchase, that the Bradford Ventilation Hurricane Turbine Ventilator (as named above) supplied by Bradford Ventilation will retain their performance characteristics and are free 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 Ventilation Hurricane Turbine Ventilator (as reasonably expected from a turbine ventilator);
  - b) preventing the rotation of the ventilator in suitable weather conditions; and/or
  - c) which affects the physical integrity of the Bradford Ventilation Hurricane Turbine Ventilator in a manner which negatively impacts on the performance of the Bradford Ventilation Hurricane Turbine Ventilator. Colour fading of an Bradford Ventilation Hurricane Turbine 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 Ventilation Hurricane Turbine Ventilator is:
  - a) handled, installed or used other than in compliance with the current version (as at the purchase date) of Bradford Ventilation “Installation Instructions” for the Hurricane Turbine Ventilator;
  - b) exposed to conditions which would normally be adverse or harmful to 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 without the authorisation of Bradford Ventilation;
    - 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 Ventilation; and/or
    - v) any chemical agents, corrosive fumes, substances or vapours, UNLESS the application and exposure has been approved in writing by Bradford Ventilation.
3. This Warranty will only apply to the original installation of the relevant Bradford Ventilation Hurricane Turbine Ventilator (and is subject to presentation of the relevant product receipt), and will immediately terminate upon the removal from the initial installation of such Bradford Ventilation Hurricane Turbine 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) fault is identified during the term of this Warranty, Bradford Ventilation, at its discretion, may supply to the owner a replacement bearing(s) and instructions for installation. In these circumstances, the owner will be responsible for replacement of the bearing(s).
5. Other than as expressly set out in this Warranty, Bradford Ventilation excludes all other warranties with regard to Bradford Ventilation Hurricane Turbine Ventilator, 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 Ventilation 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 Ventilation 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 Ventilation 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 Ventilation 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 Turbine Ventilators Warranty, please contact Bradford Ventilation.