## TERMS OF WARRANTY

Dam Buster Pty Ltd (DB) warrants the original purchaser of the products that under proper care and maintenance the products supplied by DB will be free from defects in workmanship and materials subject to the terms and conditions which follow. DB's warranty only applies to the original owner and is not transferable.

This Limited Warranty provides that those products listed below are warranted against defects in workmanship or materials for the respective periods noted:

## • Dam Buster rain heads, free flow sumps, side outlet devices and elbow devices – 2 year period domestic, 1 year period commercial

The Warranty period applies from the date of purchase. Claims made pursuant to the terms of this warranty must be made immediately after the discovery of any defect.

DB's liability in all events is limited to the purchase price paid for the product or to the repair or replacement of the product (or the defective part or parts of the product) provided that:

- The defects have arisen solely from faulty workmanship or materials;
- Before using the product, the buyer and the installer have determined its suitability for the purpose to which it will be used;
- The DB product has not had any undue exposure to excessive heat, corrosive atmosphere or corrosive agents, nor otherwise damaged in any way.

DB will not be liable for any indirect or consequential damages or economic loss of any other kind including, without limitation, product losses. All claims are subject to independent substantiation and expert appraisal.

## WARRANTY CONDITIONS AND EXCLUSIONS

The Warranty will be void if:

- The product is incorrectly installed (including any failure to comply with the provisions of AS/NZS3500.3 and/or the product instructions);
- The product has been modified in any way not permitted in the product instructions;
- The product is installed for the wrong application;
- The product is installed partly or entirely encased inside walls, ceilings etc and is not installed fully external to the building.
- Installation or part installation has been carried out by the purchaser or any person other than a Licensed Plumber or tradesperson licensed to install the product;
- The product has been damaged in any way;
- Where the product is used in a manner deemed inappropriate or unsuitable by DB;

• The customer cannot provide proof of purchase or equivalent documentation.

Whilst our products are manufactured to the highest standards, our warranty is in addition to other rights and remedies that you have under Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)).

## WARRANTY CLAIMS PROCESS

Warranty Claims only cover products that are installed. The warranty period starts from the date of purchase.

• If the product has not yet been installed and on arrival is discovered to be faulty from manufacture, please return it to the original place of purchase and if confirmed faulty by DB, it will be replaced.

If required, to initiate a Warranty Claim with Dam Buster Pty Ltd:

- 1. Scan and save your proof of purchase/invoice
- 2. Provide a series of photographs depicting all relevant issues including context of the overall installation site
- 3. Email all details and supporting material to <u>enquiries@dambuster.com.au</u>