

Guarantee



MANUFACTURER'S 10 YEAR GUARANTEE*

CERAMIC TILE ADHESIVES WATERPROOFING MEMBRANES ACOUSTIC SOUNDPROOFING

Dribond Construction Chemicals manufacture products in Australia, Asia and New Zealand with over 40 years of manufacturing experience.

Dribond Construction Chemicals guarantees its products for 10 years when applied strictly in accordance with its technical data sheets[^], relevant standards or codes, good trade practice to properly prepared and structurally sound substrates.

The application of its products is beyond the manufacture's control and it is the sole responsibility of the purchaser to determine the suitability of the product for their particular purpose.

The guarantee is for 10 years from the time of application and covers only the cost of material and labour of the original installation when the product is proved and acknowledged to be faulty.

*Terms and conditions apply. See website for details. [^]Technical data sheets are available on the website.
www.constructionchemicals.com.au

Dribond **CONSTRUCTION
CHEMICALS**

Adelaide • Brisbane • Melbourne • Perth • Sydney • Auckland • Kuala Lumpur

Dribond Construction Chemicals Manufacturer's 10 Year Guarantee

Construction Chemicals Pty. Ltd. ACN 008 091 503
(**Construction Chemicals**) provides a limited ten (10) year guarantee (**Guarantee**) on the following products manufactured by Construction Chemicals:

- Ceramic Tile Adhesives
- Waterproofing Membranes
- Acoustic Soundproofing

(collectively **the Products**)

This Guarantee is subject to the following conditions and limitations as set out below.

Who is eligible for the Guarantee

1. The benefit of this Guarantee is non-transferrable and extends only to the original purchaser and owner of the Products (**the Customer**). The Customer for the purpose of this Guarantee is the person or entity who is named as the purchaser on an invoice for the Products.
2. To be eligible for the protection of this Guarantee, the Customer is to provide to Construction Chemicals proof of purchase of the Products (and payment of the same), and evidence of the date that the Products were applied in accordance with the conditions and limitations of this Guarantee.

Term of Guarantee

3. Subject to the conditions of guarantee set out below, this Guarantee commences from the date that the Products are applied and ends ten (10) years from that date (**Term**).

Conditions of Guarantee

4. Subject to all of the terms of this Guarantee, Construction Chemicals warrant that the Products will be free of manufacturing defects.
5. This Guarantee only applies to Products manufactured by Construction Chemicals, and does not apply to Products that are manufactured by a third party.
6. If not purchased directly from Construction Chemicals, this Guarantee only applies to Products purchased from a dealer authorised by Construction Chemicals to supply the Products (**Authorised Dealer**). Purchase from an Authorised Dealer ensures that the Products are genuine Construction Chemical Products and that the Customer has access to appropriate technical knowledge and advice.
7. The Customer must provide acceptable evidence of the date of application of the Products.
8. The Customer must provide acceptable evidence that at the date of application, the Products were within their shelf life, and were applied in accordance with; any relevant Australian Standard; and all application instructions relating to the Products as issued by Construction Chemicals at the date of application.
9. This Guarantee will be deemed to be null and voided, and Construction Chemicals will not be responsible for any and all loss, damage, liability, harm, injury or claim if any of the following occurs:

- 9.1. Products being altered or modified prior to their use;
 - 9.2. Products are used after any defect becomes apparent, or would have become apparent, to a reasonable person;
 - 9.3. Products are used in applications for which the Products are not intended and are not fit for purpose;
 - 9.4. Products are used improperly;
 - 9.5. damage arises from abuse of the Products, misuse, improper application accidental damage, lack of maintenance, or any repair to applications of the Products using the Products by someone who is not trained to use the Products;
 - 9.6. damage or degradation is caused to the Products by any foreign materials being mixed into the Products, or the Products are not mixed in the manner outlined by Construction Chemicals;
 - 9.7. Customer has failed to follow the information sheet instructions for use, storage and maintenance of the Products, which instruction sheets are available on the Construction Chemical's website at www.constructionchemicals.com.au (or such other website that may replace this website) (**the Website**), which information sheets include information including but not limited to the shelf life of the Products, cure time, mixing instructions, uses, surface preparation and priming and application;
 - 9.8. poor water quality or chemicals impact the Products and damage or degrade the longevity or effectiveness of the life of the Products;
 - 9.9. damage is caused by water damage, fire, vermin and/or insect infestation or any other cause that is outside of Construction Chemical's control;
 - 9.10. all recommended preparation and/or treatment processes have not been carried out in accordance with Construction Chemical's instructions for use on the Website;
 - 9.11. Products, or packaging of the Products, have been modified in any manner which renders any prior specification, rating or classification void. This includes, but is not limited to, dangerous goods, flammability ratings or safe transport classifications;
 - 9.12. Products are applied to materials or goods which are not of an acceptable standard, or are not goods to which the Products are specified or intended to be applied;
 - 9.13. Products are exposed to any installation or application circumstances which could reasonably cause damage (including but not limited to damage caused to external surfaces in a corrosive environment); or
 - 9.14. damage is a result of accident or natural disaster.
10. If, within the Term, a manufacturing defect is discovered in the Products, or the Products fail to perform to Construction Chemical's specifications as a result of some defect in the materials, workmanship or manufacturing of the Product (**Defect**) then Construction Chemicals will, at its election, either repair or replace the Products at the cost of Construction Chemicals (excluding costs of de-installation, re-installation and testing including but not limited to labour and travel costs) or refund all or part of the price paid by the customer (which will be pro-rated by the customer taking into consideration the number of years since the customer originally purchased the Products). Products repaired or replaced under this warranty will be warranted for the remainder of the warranty period only.

Guarantee in addition to Australian Consumer Law

11. The benefits provided in this Guarantee are offered in addition to rights and remedies under the Australian Consumer Law. The Products come with guarantees that cannot be excluded under the Australian Consumer Law. Under the Australian Consumer Law a relevant customer or consumer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage, and if the Products fail to be of an acceptable quality and the failure does not amount to a major failure then a relevant customer or consumer is entitled to have the Products repaired or replaced.

Making a Claim and Verification of Claim

12. To make a claim under this Guarantee, the Customer is to follow the steps as outlined below:

12.1. A claim is to be made in writing within seven (7) days of the customer becoming aware of the Defect to:

By Mail: 49 – 57 Davis Street
WINGFIELD SA 5013

By E-mail: info@constructionchemicals.com.au

12.2. The Customer must provide to Construction Chemicals evidence of the Defect in a manner which is considered to be satisfactory by Construction Chemicals. Construction Chemicals may, in its sole and absolute discretion, require such Defects to be available for inspection in person and if this is the case then the Customer must grant access to Construction Chemicals, or its employees, agents or contractors, to access the property upon which the Products have been used for the purpose of inspecting these Defects for any Guarantee claim.

12.3. A Customer can only make a claim for Defects if they can prove their purchase with a dated invoice when making a claim under this Guarantee.

12.4. Construction Chemicals will examine any Defects claimed to determine that there is an apparent Defect through no fault of the customer and if Construction Chemicals determines that the installation using the Products is otherwise undamaged, Construction Chemicals will:

12.4.1. record the contact details of the Customer (including postal address, email address and telephone number);

12.4.2. record details of the apparent Defect;

12.4.3. require that the area where the Defects are evident remain untouched and no further damage is done to the defective area, or its surrounding area;

12.4.4. notify the Customer within a reasonable period of time whether it considers such defects to be defective, and if they are defective whether or not the defects are attributable to the Products and subject to this Guarantee;

12.4.5. if Construction Chemicals accepts that the Defects are as a result of the Products and are subject to this Guarantee, repair or replace the Defects caused by the Products or refund all or part of the original purchase price of the Products (in accordance with clause 10).

13. Construction Chemicals reserves the right to refuse to accept a claim under this Guarantee in relation to any Products which have not been returned in accordance with this Guarantee.

14. Construction Chemical's liability under this guarantee will be limited, at Construction Chemical's sole and absolute discretion, to the costs of material and labour of the original installation when Construction Chemicals has proven and acknowledged there to be a Defect in the Products, or caused directly by the Products. This Guarantee will be pro-rated, and any payment or credit that Construction Chemical's is to make to the Customer in accordance with this clause will decrease according to a set formula (which formula is prepared by Construction Chemicals in its sole and absolute discretion), as the Term progresses. This means that the Guarantee will be reduced by the amount of time it is held by the customer. When a claim is made the value of the Guarantee will become a percentage rate of the number of years since the application of the Products per year based on 10 years for the wear and tear. The services provided under this Guarantee do not extend the original Guarantee period.

15. The Customer will be responsible for all costs of returning the Products, and of providing evidence of the Defects, and for collection or re-delivery of Products (whether original or repaired and/or replaced Products) once they are repaired or replaced and any other expenses the Customer incurs in making a claim under this Guarantee.

16. Construction Chemicals will not be responsible for:

16.1. any loss or damage to the Products occurring while the Products are in transit either on return to Construction Chemicals or upon delivery to the customer of the original, repaired or replaced Products; or

16.2. any loss or damage cause by any delay addressing the Customer's claim of Defect; or

16.3. any loss or damage caused to ancillary goods associated with the use of the Products, or removal of such goods; or

16.4. any loss or damage caused by any delay repairing or replacing any Products or goods that were applied using the Products.

General

17. This Guarantee is the governed by the laws of South Australia, Australia.

18. Each party to this Guarantee irrevocably submits to the exclusive jurisdiction of the courts of the state of South Australia, Australia.

19. This Guarantee constitutes the entire agreement between the Customer and Construction Chemicals about its subject matter and supersedes any prior understanding, condition, agreement, warranty, indemnity or representation about its subject matter.