

Product Warranty - Terracotta Roof Tiles

Product Warranty: Monier Terracotta Roof Tiles sold in Australia by (or on behalf of) CSR Building Products Limited trading as Monier Roofing (“Monier Roofing”). This Warranty is in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the Warranty relates.

1. Monier Roofing warrants that: Subject to the conditions and exclusions set out in this warranty document, and for the term of this warranty, the Monier Terracotta Roof Tiles will comply with New Zealand Standard 4206:1992 / Australian Standard 2049:2002 in respect of:

- (a) Permitted Distortion;
 - (b) Batten Lugs and Squareness;
 - (c) Transverse Breaking Load;
 - (d) Water Absorption;
 - (e) Permeability;
 - (f) Freeze / Thaw;
 - (g) Resistance to salt attack; and
 - (h) Determination of dynamic weather resistance.
- (“Monier Warranty”).

2. Who is providing the warranty: CSR Building Products Limited trading as Monier Roofing, contactable on **1800 666 437**.

3. Monier’s 50 year performance warranty came into effect in Australia after 1 September 1997 and under no circumstance will it be retrospectively applied to roof tiles purchased prior to this date.

4. This warranty is provided for the benefit of: the builder/installer and also the end-user (such as the homeowner).

5. Address: Where an address is provided this warranty is limited only to the supply of the Monier Terracotta Roof Tiles for use at that address. Monier Roofing is not responsible for ensuring that the Monier Terracotta Roof Tiles are appropriate for the intended application.

6. Products and applications to which this warranty applies: Monier Terracotta Roof Tiles installed and handled by a qualified Monier installer and maintained in accordance with the Monier Roofing literature including installation and maintenance guides current as at the time of purchase and installation (“Literature”).

7. Term of warranty: Monier Terracotta Roof Tiles – 50 years from the date of purchase. For the avoidance of doubt, if Monier Terracotta Roof Tiles have been repaired or replaced with Monier Terracotta Roof Tiles in accordance with the Monier Warranty (at the sole option of Monier Roofing as outlined in the Nature of Recompense section below), the repaired or replaced tiles are warranted for the remainder of the original 50 year warranty term. These rights are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates.

8. Conditions: This Monier Warranty will only apply where: (a) The purchaser must register their details at www.monier.com.au/about/warranties within 12 months from the date of purchase and must retain evidence of the date of purchase in order to make a claim against this warranty;

(b) Monier Roofing is notified within 12 weeks after the alleged defect is discovered (or after the alleged defect ought to have been discovered);

(c) In no circumstances can a claim be made after the expiry of Monier’s Warranty period;

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- (d) Monier Roofing is provided a reasonable opportunity to inspect the alleged defective Monier Terracotta Roof Tiles in situ and prior to their removal, repair or replacement;
- (e) The Monier Terracotta Roof Tiles are handled, installed and maintained in accordance with Monier Roofing's literature current as at the time of purchase;
- (f) Monier Terracotta Roof Tiles were installed in compliance with Monier Roofing's literature current as at the time of purchase and in accordance with the Australian Building Code and any other relevant Australian laws, regulations and industry codes.

9. Exclusions: For the avoidance of any doubt, this Monier Warranty does not apply and Monier Roofing is not liable for matters including but not limited to:

- (a) Natural colour variation. Monier Terracotta Roof Tiles are fired at extremely high temperatures ensuring a no fade product, and accordingly, there will be natural colour variation between tiles, and this is not covered by this warranty;
- (b) Minor surface marks and blemishes (imperfections). These are not considered a product defect as they are inherent in the manufacturing process and may occur when transported from plant to site;
- (c) Any tiles which are removed from their first place of installation and re-installed;
- (d) Damage or deterioration to the Monier Terracotta Roof Tiles arising from external causes outside Monier Roofing's control including but not limited to, building structure movement, defects in the building design, pollution, exposure to conditions that would normally be deleterious to conventional terracotta products, mechanical damage, hydrostatic pressure, electrical or electrolytic damage, incorrect cleaning including cleaning with unsuitable chemicals or pressure, application of incorrect coatings, falling objects, animals or insects, neglect, fire, explosion, radiation, collision, or other accident, acts of God, wars, riots, civil commotion, vandalism, or malicious damage, industrial action, adverse weather conditions (such as, for example, hail storms, sand storms) and the like;
- (e) Any faults to the extent that they are caused or contributed to by the materials and accessories supplied by third parties. Examples of such third party products including sarking, clips and nails, flexible pointing, anti-ponding board, fire wall batts and battens;
- (f) Damage or deterioration to any part of the Monier Terracotta Roof Tiles caused by work carried out on the Monier Terracotta Roof Tiles after installation including, but not limited to, people (other than Monier Roofing qualified installers) walking over or working on the roof; and
- (g) Any faults to the extent that they are caused or contributed to by any third party design or engineering of the building or structure to which the Monier Terracotta Roof Tiles are attached (including but not limited to the design of the frame to which the Monier Terracotta Roof Tiles are affixed).
- (h) Efflorescence of the bedding. Efflorescence is a natural process seen on areas including footpaths, pavers and brick walls, when alkaline deposits gravitate to surfaces exposed to moisture.

Other than as expressly set out in this Monier Warranty, and other than the warranties that cannot be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any other relevant Australian law, Monier Roofing excludes all warranties and guarantees and has no liability with regard to the Monier Terracotta Roof Tiles including all implied warranties and guarantees.

10. Nature of recompense: Subject to the rights and remedies of a consumer under a law which cannot be limited, the liability of Monier Roofing under this Monier Warranty or otherwise in relation to the Monier Terracotta Roof Tiles will be limited, at the sole option of Monier Roofing, to the:

- (a) Supply of Monier Terracotta Roof Tiles or equivalent goods to replace the defective Monier Terracotta Roof Tiles; or
- (b) Repair of the defective Monier Terracotta Roof Tiles; or
- (c) Payment for the supply of a replacement for the defective Monier Terracotta Roof Tiles; or
- (d) Payment for the repair of the defective Monier Terracotta Roof Tiles.

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Please note: Where Monier Roofing elects to repair or replace Monier Terracotta Roof Tiles, there will be a natural colour variation between the tiles. In addition, to the extent that it is able to do so, Monier Roofing excludes all liability for loss and damage (without limitation all indirect consequential loss) where the tiles are goods other than of a kind ordinarily acquired for personal, domestic or household use or consumption. In all cases, Monier Roofing's liability is limited to the value of the Monier Terracotta Roof Tiles.

11. Related warranties: This Monier Warranty covers only the Monier Terracotta Roof Tiles manufactured by Monier Roofing. All other materials used to install the roof may be covered by other manufacturers' warranties. Examples of such products include: sarking; clips and nails; flexible pointing; anti-ponding board; fire wall batts; and battens.

12. Information to the homeowner: The following statement is provided where the Product is supplied to a buyer who is 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.

Other than as expressly set out in this Warranty, and the warranties that can not be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth) (and any other law), Monier excludes all other warranties and guarantees with regard to the Product, including all implied warranties and guarantees.

To the extent it is able to do so, Monier excludes all liability for loss and damage (including consequential loss) where the Product is a good other than of a kind ordinarily acquired for personal, domestic or household consumption.

To make a claim under this Warranty, you must contact Monier either: by email or telephone at roofinginfo@csr.com.au or 1800 666 437. All expense of claiming the Warranty will be borne by the consumer making the claim.

The following is intended to provide the homeowner with information on how they can protect the Monier Terracotta Roof Tiles. Monier Roofing in no way guarantees that by taking these steps the homeowner will not suffer damage of the kind excluded under this Monier Warranty.

To maximise the benefits of your new roof and extend its life, the following precautions are advised:

- (a) Ensure that only skilled roofing trades people repair or walk on your roof;
- (b) Place antennas and air conditioning units in a position to minimise walking on roofs;
- (c) Use a long stick or rope to retrieve items lodged on the roof; and
- (d) If it is absolutely necessary to traverse your roof, walk on the lower third of individual tiles.

Further information:

- (e) Monier Terracotta Roof Tiles are a natural product, and accordingly there will be natural colour variation between the tiles. To minimise the aesthetic effect of these variations, Monier recommends that terracotta tiles are blended across packs during installation of the roof tiles;
- (f) Terracotta roof tiles, once fired are inert bodies; no lead, cadmium or other heavy metals are used in the ceramic glazes making it safe for water collection.