

PRODUCT WARRANTY











MONIER ELEMENTAL™ ROOF TILES PRODUCT WARRANTY

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- Product Warranty: Monier Elemental Series sold in Australia by (or on behalf of) CSR Building Products Limited trading as Monier Roofing ("Monier Roofing").
- 2. Monier Roofing warrants the following: Strength/structural performance: 30 years Subject to the conditions and exclusions set out in this warranty document, Monier Roofing warrants that Monier Elemental Series roof tiles and panels will comply with Australian Standard AS2049:2002 / New Zealand Standard NZS4206:1992 "Roof tiles" performance standards, for 30 years from the date of sale by Monier Roofing. These standards cover a number of issues including:
 - (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

Coating/Colour fade: 10 Years

Monier Roofing warrants the coating and colour of the Monier Elemental Series tiles for a period of 10 years from the date of sale by Monier Roofing on the following basis:

- (a) Coating System the coating will not will not peel, blister or flake:
- (b) Colour fade the colour will not substantially fade or change in colour (defined as a change in colour so as to give delta E (Hunter) laboratory reading greater than 5 units from the original according to testing methods described in ASTM D-2244 "Standard Practice for Calculation of Color Tolerances and Color Differences")
- 3. Who is providing these warranties: CSR Building Products Limited trading as Monier Roofing, contactable on 1800 666 437.
- 4. Monier's 30 year material structural performance and 10 year coating & colour warranty came into effect in Australia after 1 September 2016 and will not be retrospectively applied to roof tiles and panels installed prior to this date without supporting evidence of a valid warranty being supplied.
- 5. This warranty is provided for the benefit of: the builder/ installer and also the end-user (such as the homeowner). This warranty applies to roofs that have been ordinarily acquired for personal, domestic or household use or consumption and the amount paid or payable did not exceed \$40,000.
- Address: Where an address is provided, this warranty is limited only to the supply of the Monier Elemental Series for use at that address. Monier Roofing is not responsible for ensuring that the Monier Elemental Series are appropriate for the intended application.
- 7. Handling and installation requirements: Monier Elemental Series must be installed and handled in compliance with Monier Roofing's Literature current as at the

time of purchase (available at www.monier.com.au/Products/ Elemental) and in accordance with the Australian Building Code and any other relevant Australia laws, regulations and industry codes 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").

- 8. Conditions: This Monier Warranty will only apply where:
 - (a) The purchaser has registered their details at www. monier. com.au/AboutUs/Warranties/ within 12 months from the date of purchase and 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;
 - (d) Monier Roofing is provided a reasonable opportunity to inspect the alleged defective Monier Elemental Series in situ and prior to their removal, repair or replacement;
- Exclusions: For the avoidance of any doubt, these warranties will not apply, and Monier Roofing is not liable for matters including but not limited to:
 - (a) Minor surface marks and blemishes. These are not considered a product defect as they are inherent in the manufacturing process and may occur when transported from plant to site:
 - (b) Weathering and colour change of the Monier Elemental Series as a result of exposure to the elements and air pollutants. Weathering of the tiles will occur and the surface will change to a matt finish. This will not affect the overall performance of the Monier Elemental Series and is not considered a defect:
 - (c) Any tiles which are removed from their first place of installation and re-installed;
 - (d) Damage or deterioration to the Monier Elemental Series Roof 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 roofing products (e.g. acidic environments), 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) Damage or deterioration to any part of the Monier Elemental Series Roof caused by work carried out on the Monier Elemental Series after installation including, but not limited to, people (other than Monier Roofing qualified installers) walking over or working on the roof;







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- (f) 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 Elemental Series are attached (including but not limited to the design of the frame to which the Monier Elemental Series are affixed;
- (g) 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 include but are not limited to sarking, clips and nails, flexible pointing, anti-ponding board, fire wall batts and battens; and

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 Elemental Series 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 Elemental Series Roofing will be limited, at the sole option of Monier Roofing, to the:
 - (a) Supply of Monier Elemental Series or equivalent goods to replace the Monier Elemental Series; or
 - (b) Repair of the Monier Elemental Series; or
 - (c) Payment for the supply of a replacement for the Monier Elemental Series; or
 - (d) Payment for the repair of the Monier Elemental Series.

Please note: Where Monier Roofing elects to repair or replace Monier Elemental Series, the tiles will vary in colour from those repaired or replaced. Some colour variation will occur from batch to batch due to the manufacturing technique and raw materials used. Monier Roofing will endeavour to supply ought to have been discovered):

If Monier Elemental Series have been repaired or replaced with Monier Elemental Series in accordance with the Monier Warranty, the repaired or replaced tiles are warranted for the remainder of the original 30/10 year warranty term.

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 Elemental Series.

- 11. Related warranties: This Monier Warranty covers only the Monier Elemental Series 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. Claims process: Please contact Monier Roofing (contact details above) for consideration of your claim in the first instance.
 All expense of claiming under the Monier Warranty will be borne by the person making the claim. Monier Roofing may require documents and other information supporting the claim including but not limited to proof of purchase to be provided.
- 13. Consumer Information for the homeowner: The following statement is provided where tiles are 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.
- 14: Monier Elemental tile care information
 The following is intended to provide the homeowner with
 information on how they can protect the Monier Elemental
 Series.

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

- (a) Ensure that only skilled trades people trained on how to walk on roofs safely are employed to repair or install services on your roof.
- (b) Use a long stick or rope to retrieve items lodged on the roof; and
- (c) If it is absolutely necessary to traverse your roof, walk on the lower third of individual tiles.

