

PERFORMANCE WARRANTY

WARRANTY

CSR Building Products Limited ("CSR") warrants that (subject to the conditions and exclusions set out below) the Enveo System will meet the fire, acoustic and thermal performance stated in CSR's The Red Book:

- which is current at the time of purchase of the first element of the Enveo System; and
- from the date of the purchase of the first element of the Enveo System for 30 years.

If specified products within the Enveo System have been repaired or replaced, the repaired or replaced products are warranted for the remainder of the original 30 year warranty term.

CONDITIONS

This warranty will only apply:

- to Enveo Systems comprised of genuine CSR specified products, including any specifically defined components supplied by third parties;
- to Enveo Systems installed by a qualified tradesperson in accordance with the Australian Building Code, other relevant laws and industry codes, CSR's The Red Book and relevant CSR installation literature current at the time of purchase;
- to CSR Enveo Systems maintained in accordance with relevant CSR installation literature; and
- where CSR is provided a reasonable opportunity to inspect any alleged breach of this warranty in situ prior to any repair, removal or replacement taking place.

EXCLUSIONS

- This warranty does not apply to:
 - a CSR Enveo System where a specified product was removed from its first place of installation and re-installed; or
 - defects relating to CSR Enveo System specified product(s) which are addressed in the relevant product warranty.
- This warranty does not cover any variation in claimed fire, acoustic and/or thermal performance of the Enveo System to the extent it is caused or contributed to by the following:
 - external causes outside CSR's control including but not limited to, building structure movement, defects in the building design, pollution, mechanical damage, hydrostatic pressure, electrical or electrolytic damage, application of incorrect coatings, falling objects, animals or insects, neglect, fire, explosion, radiation, collision, or other accident, wars, riots, civil commotion, vandalism, or malicious damage, industrial action, acts of God and adverse weather conditions (including but not limited to hail, sand storms and wind speeds that exceed Australia Standards);
 - construction related matters including but not limited to adjacent construction details, air gaps, hidden defects, moisture, penetrations, services, product defects and/or installation variance;

- the incorrect specification, incorrect design, or incorrect selection of an Enveo System for an application or use outside its intended purpose as outlined in the literature supplied by CSR; and

- in-situ performance variation in claimed fire, acoustic and/or thermal performance (in-situ construction is not comparable to a laboratory environment, so when selecting an Enveo System based upon specific in-situ fire, acoustic and/or thermal performance requirements, a qualified engineer must be consulted to determine the relationship between CSR's The RedBook stated performance and in-situ performance to advise on the design requirements for the specific project).

REMEDIES

- Subject to the rights and remedies of a consumer which cannot be limited at law, the liability of CSR under this warranty will be limited, at the sole option of CSR, to the:
 - supply of replacement Enveo System components or equivalent; or
 - repair of the Enveo System components; or
 - payment equivalent to the supply of a replacement or repair.
- Other than as expressly set out in this warranty, and the guarantees that cannot be excluded under law, CSR excludes all other warranties and guarantees with regard to the Enveo System.

CONSUMER GUARANTEES

This warranty is provided in addition to and does not in any way limit, amend or restrict rights and remedies available in respect of the acquisition of Products by a consumer (as defined in the Competition and Consumer Act 2010 (Cth)). The following statement is provided 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.

MAKING A WARRANTY CLAIM

Any claims under this warranty must be made:

- either by email designlink@csr.com.au or call 1800 621 117
- promptly upon discovery;
- prior to any Enveo System specified product removal, replacement, rectification or repair; and
- with supporting documentation including proof of purchase, installation date, address of installation, relevant photographs and a description of the claim.

All expense of claiming the warranty will be borne by the person making the claim.