

## PRODUCT WARRANTY

1. Rain Harvesting Pty Ltd (ABN 11 113 300 093) (the Company) of 12 Mayneview St, Milton Queensland 4064, warrants that for the Warranty Period set out in paragraph 2, all Blue Mountain Mesh gutter protection systems product(s) manufactured by the Company (Product(s)) will retain a structural integrity (including corrosion to product failure) to perform as a barrier according to product specification to leaf litter and pests for the duration of the Warranty Period (Warranty).

### Warranty Period

2. The Warranty Period is 12 years from the date that the Product(s) are purchased.

### Warranty is additional

3. This Warranty is in addition to and does not exclude, restrict or modify in any way any non-excludable statutory rights you may have, including any rights you may have under the Australian Consumer Law (1).
4. The Company provides the following advice to all Customers who are "consumers" as defined by the Australian Consumer Law and to whom the Australian Consumer Law applies, as required by 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 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.*

### Conditions to claiming under this Warranty

5. You must provide the original proof of purchase for the Product(s) and proof of the date of installation to claim on the Warranty.
6. You must notify the Company within a reasonable time (and in any event no more than 30 days) after you first noticed or ought reasonably to have noticed the issue/defect. If you do not notify the Company of the Warranty claim within a reasonable time of you first noticing the issue/defect, the Company may in its absolute discretion deny the claim and you will have no liability under this Warranty.
7. This Warranty only applies where a defect has arisen, wholly or substantially, as a result of faulty manufacture, parts and where such defect appears during the Warranty Period.
8. You must be able to lawfully allow the Company to inspect the property on which the Product is installed to determine the cause of the problem.
9. This Warranty does not cover nor extend to, in respect of the exterior paint system, normal weathering which includes a natural reduction in paint gloss and a natural colour change of the paint finish. This Warranty does not cover against aesthetic surface corrosion including teabag staining.
10. This Warranty covers only the Product, it does not cover the gutter, fascia boards, or roof substrate or surface, or any damage to those items caused by the installation of the Product.
11. The Company does not guarantee that any replacements of the Product made under the Warranty will be in all respects identical with the replaced Product, or precise colour matching, but it will use its best endeavours to use a Product as closely matching the original as possible.

### Exclusions

12. The Warranty does not apply in the following circumstances:
  - a. where the Product(s) have been installed less than 500 metres from a salt marine environment (calm or breaking surf) or heavy industrial conditions;
  - b. where non Company fixtures are used in the installation of the Product or any other non Company approved materials are used;
  - c. where mechanical, chemical or other damage has been sustained during the handling, storage or installation of the Product or subsequent to delivery of the Product;
  - d. where the damage has been sustained due to chemical agents, fumes, liquids or solids (other than direct acidic free rain or acidic free run off) falling onto the Product;
  - e. where the Product(s) have come in contact with soil, ash, fertilizer, moisture retaining substances, lead or copper and other dissimilar metals, chemical agents, liquid from copper flashings or copper pipes, green or wet timber or treated timber (Refer to Corrosion Technical Bulletin CTB-12 "Dissimilar Metals" and CTB-13 "Contact with Timber", which are available from [www.bluescopesteel.com.au](http://www.bluescopesteel.com.au) for further information;

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### Exclusions (cont'd)

- f. where the Product(s) have been subject to an unusually corrosive environment or have been placed in heavy industrial conditions;
  - g. where the damage results from a storm and tempest, earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God";
  - h. where the Product has not been installed in accordance with
    - i. Company installation guidelines
    - ii. BlueScope Steel guidelines (refer to Corrosion Technical Bulletin CTB- 12 "Dissimilar Metals", which are available from [www.bluescopesteel.com.au](http://www.bluescopesteel.com.au) );
    - iii. appropriate building code and/or standard or in accordance with the requirements of the local government authority or the Product has been installed on a building that does not comply with the above codes and or standards;
  - i. where the Product(s) have not been maintained in accordance with the maintenance instructions for the Product(s);
  - j. where there has been a failure to remove debris and/or allow free drainage of water (including condensation) from all surfaces surrounding the Product;
  - k. where the damage has arisen as a result of a failure to replace corroded fasteners/rivets;
  - l. where the damage is accidental or is intentional damage caused by a person or damage caused by an animal;
  - m. where the Product has come into contact with lead or copper or is subject to water run-off from lead or copper materials;
  - n. where the damage arises due to normal wear and tear;
  - o. where you have failed to specify a site condition or specification at the time of ordering the Product(s), which subsequently affects the operation of the Product(s);
  - p. where damage is caused by abuse, mishandling or failure to follow operating instructions; or
  - q. where damage occurs during shipping or other transit.
13. This warranty is void if post paint treatments or systems have been applied to the Product.
14. Subject to any applicable laws which cannot be excluded, modified or restricted, including as described in paragraphs 3 and 4, this Warranty does not cover:
- a. injury to persons, damage to property, loss of income, profit or business or any other consequential or indirect loss arising from or in any other way connected with the use or failure of the Product otherwise than as expressly set out in this Warranty.

### How to claim under this Warranty

15. Instructions for making a claim under this Warranty:
- a. You must contact the Company on (07) 3248 9600 between 9am-5pm or to 12 Mayneview St, Milton Queensland 4064 or [info@bluemountainco.com](mailto:info@bluemountainco.com).
  - b. You must provide the Company with a description of the problem encountered with the Product(s), the Product(s) part number or description and date of purchase. Most importantly, you must provide the Company the original proof of purchase (such as a receipt or any other evidence of the purchase). You will bear the cost of notifying the Company of any claim you make under this Warranty.
  - c. Claims under this Warranty may only be made within the Warranty Period.

### What the Company will do

16. Subject to clauses 5 and 6:
- a. If the Company is informed of any claim within the Warranty Period and that claim is within the terms of this Warranty, the Company will make arrangements for the replacement of the Product(s), at the sole discretion and cost of the Company.
  - b. If the Company does not accept a claim under this Warranty, the Company will inform you in writing that the Warranty claim was not accepted and the reasons for non-acceptance. You will bear the cost of any freight for the return and dispatch of the Product(s), and the cost of any repairs undertaken by the Company if requested by you to do so.