

# CONSUMER 10 YEAR PRODUCT WARRANTY

## **PINK<sup>®</sup>** **FLOOR BATTS**

This is to certify that Pink<sup>®</sup> Floor Batts are manufactured by Fletcher Insulation Pty Limited (Fletcher Insulation) in Australia under ISO 9001 quality manufacturing standards. Fletcher Insulation warrants that Pink<sup>®</sup> Floor Batts are supplied free of material defects. Subject to the conditions set out in this Warranty, Fletcher Insulation warrants that when installed in accordance with the requirements of AS 3999 — 2015 in residential, National Construction Code – Class 1 buildings;

- a) Pink<sup>®</sup> Floor Batts comply with AS/NZS 4859.1: 2002 including Amendment 1;
- b) Pink<sup>®</sup> Floor Batts are non-combustible when tested in accordance with AS1530.1:1994;
- c) Pink<sup>®</sup> Floor Batts achieve the following Early Fire Hazard Performance Indices of; Ignitability 0, Spread of Flame 0, Heat Evolved 0, Smoke Developed 2, in accordance with AS1530.3:1999;
- d) Pink<sup>®</sup> Floor Batts achieve the thermal resistance shown on the packaging when tested at their full required thickness at a mean temperature 23°C, within a tolerance of  $\pm 10\%$ .

**Note:** National Construction Code – Class 1 building dwellings do not include multi-residential buildings.

This Warranty will not apply unless all conditions displayed on the product packaging are followed and the goods are applied in accordance with the written advice and installation guidelines supplied by Fletcher Insulation.

This Warranty only applies to consumers who purchase Pink<sup>®</sup> Floor Batts for personal, domestic or household use or consumption and not for resupply, and is subject to the terms below. If a commercial customer requires a job specific warranty statement, they may apply for it via the manufacturer's website [www.insulation.com.au](http://www.insulation.com.au) or by calling **1300 654 444**.

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### Installation

Pink<sup>®</sup> Floor Batts are to be installed in accordance with the manufacturer's installation guidelines, available for download via [www.insulation.com.au](http://www.insulation.com.au) or by phoning **1300 654 444**.

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### Warranty

1. This Warranty is given by:  
Fletcher Insulation  
600 Woodstock Avenue, Rooty Hill NSW 2766  
Phone: 1300 654 444  
Email: [info@insulation.com.au](mailto:info@insulation.com.au)
2. This Warranty is provided to consumers who purchase Pink<sup>®</sup> Floor Batts products for personal, domestic or household use or consumption. It does not apply to persons who purchase Pink<sup>®</sup> Floor Batts products for the purpose of resupplying the products, or for the purposes of using or transforming the products in trade or commerce.
3. To make a claim under this Warranty, a consumer must submit a warranty claim to Fletcher Insulation in accordance with clause 6 overleaf, within 10 years of the date of purchase of the Pink<sup>®</sup> Floor Batts product (Warranty Period).

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Insulation  
**Building Better, Together.**

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## Benefits under this Warranty

4. During the Warranty Period, Fletcher Insulation will honour this Warranty by:
- a) In connection with the supply of any Pink® Floor Batts products and any other goods that do not comply with this Warranty, either:
    - i. Replacing or repairing the Pink® Floor Batts products or the goods;
    - ii. Supplying equivalent products or goods;
    - iii. Paying the costs of replacement or repair of the Pink® Floor Batts products or the goods; or
    - iv. Paying the costs of acquiring equivalent products or goods; and
  - b) In connection with the supply of any services that do not comply with this Warranty either:
    - i. Supplying the services again; or
    - ii. Paying the costs of having the services supplied again.
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## Limitations

5. Under this Warranty, Fletcher Insulation is not and will not be liable for or in respect of:
- a) Any damage or loss caused by anyone other than Fletcher Insulation or by any other factor beyond the reasonable control of Fletcher Insulation including, but not limited to, fire, lightning, salt air, chemicals, industrial fall-out, fumes, liquids, solids, animals or precipitation;
  - b) Any mechanical or other damage sustained during or as a result of handling, storage or installation of the Pink® Floor Batts products;
  - c) The removal of the Pink® Floor Batts products installed or the installation of replacement or equivalent products, or the cost of removal or installation;
  - d) Any direct, consequential or indirect loss of any kind; or
  - e) Any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software, data, premises or facilities, or loss under, or in relation to, any other contract; in each case, whether of a direct, indirect or consequential nature.
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## Warranty claim procedure

6. A claim under this Warranty must be submitted to Fletcher Insulation at the aforementioned address within the Warranty Period and must include:
- a) A copy of this Warranty;
  - b) A description of how the goods or services purchased do not comply with this Warranty; and
  - c) Written proof of the date of purchase in the form of an invoice or receipt from the supplier from which the Pink® Floor Batts product was purchased.
7. The consumer making a claim under this Warranty will bear all expenses incurred in making the claim, including all costs incurred in returning a defective product or goods to Fletcher Insulation for repair or inspection, and any costs incurred in collecting goods from Fletcher Insulation.
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## Additional statutory rights

8. Any benefits under this Warranty are in addition to any rights or remedies that may be available to consumers under the Australian Consumer Law.
9. For such consumers, 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.

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