MASONS BARRICADE FR

CONTRACTUAL **PRODUCT WARRANTY**

V1.0 Dec 2022



For a period of 50 (fifty) years from the date of purchase, Masons Aust Limited warrants that Barricade FR will be:

- > Free from defects due to factory workmanship or materials; and
- Resistant to tearing, rotting, or breaking down of the materials;

to the extent of and subject to compliance with conditions set out in Masons Aust Limited published literature, current at the time of installation.

Conditions of Warranty

The warranty is strictly subject to the following conditions:

- A claimant must make a written claim and provide proof of purchase alongside the claim within 30 days after the defect is identified or, if the defect is reasonably apparent prior to installation, before the product is installed.
- > remedies for a breach of warranty are strictly subject to Masons Aust Limited discretion, and include:
 - i. supply of a replacement product;
 - ii. rectification of the affected product; or
 - iii. payment for the cost of the replacement or rectification of the affected product
- > the project that the product is used in must be designed and constructed in strict compliance with all relevant provisions of current Australian and relevant State Building Codes, legislation, regulations, and standards at the time of construction.
- > the Barricade FR must be installed and maintained strictly in accordance with Masons Aust Limited literature current at the time of installation. The product must be installed in conjunction with the components or products specified in the literature.



- > All products, including but not limited to coating and jointing systems, used in conjunction with the Barricade FR must be applied or installed and maintained strictly in accordance with the relevant manufacturer's instructions
- Masons Aust Limited, or any of its related entities, will not be liable for any claims, damages or defects arising from or in any way attribute to:
 - i. poor workmanship;
 - ii. poor design or detailing;
 - iii. settlement or structural movement:
 - iv. movement of materials to which the product is attached;
 - v. incorrect design of the structure to which the product is attached;
 - vi. acts of God including, but not limited to, earthquakes, cyclones, floods or other severe weather conditions:
 - vii. climatic conditions;
 - viii. normal wear and tear;
 - ix. growth of mould, mildew, fungi, bacteria, or any organism on any product surface whether exposed or unexposed.
- this warranty is not transferable and remains with the original purchaser of the product.

Loss

Masons Aust Limited, or any of its related entities, will not be liable for any loss or damage arising directly or indirectly from the use of this product. This includes, but is not limited to, property damage, personal injury, consequential loss, economic loss, loss of profits or any claim that arises in contract or negligence.





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Disclaimer

Masons Aust Limited has tested the performance of Barricade FR when installed in accordance with the Barricade FR literature, the standard and verification methods of Australian Building Codes. Those test results demonstrated the product compliance with the performance criteria established by the Australian Building Codes.

The successful performance of the product depends on numerous factors outside of Masons Aust Limited's control, including the workmanship and design. Masons Aust Limited is not liable for loss or defects that arise based on the workmanship or design.

The recommendations in Masons Aust Limited literature for product use are based on standard building practices. The recommendations are subject to warranty conditions above and are not an exhaustive statement of all relevant information.

It is the building designer's responsibility to ensure that the details and recommendations provided in the relevant Masons Aust Limited literature are suitable for the intended project and that specific design is conducted where appropriate.

Masons Aust Limited shall not be liable for any claims that arise based on the recommendations made in its literature and the performance of the system, including the suitability for any purpose or ability to satisfy the relevant provisions of Australian and State Building Codes, legislation, regulations or standards.

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.

Warranty Claim

Masons Aust Limited will consider the warranty claim if the product is faulty or defective, and determine the remedy required.

A claimant is liable for the expenses associated with a warranty claim.

To claim under the warranty, a claimant must email to Masons Aust Limited the written claim within the required timeframe.

The benefits provided to the consumer by the warranty are in addition to other rights and remedies available to the consumer under the relevant Australian and State law.

Contact

Masons Aust Limited

Level 1 8 First Ave, Maroochydore

0405 711 515

trent@masonsau.com.au

