

Everhard Industries Pty Ltd ACN 009 690 859 (**Everhard Industries**) offers You a warranty against defects for the Products on the terms of this document (**Warranty**).

## DEFINITIONS

In this Warranty:

**DuraDRAIN** means any products in the DuraDRAIN ranges manufactured by Everhard Industries

**You** means a person that purchases the Products for their own personal, domestic or household use and any person (such as a builder, developer or plumber) that purchases the product for use in a new building but does not include any other person that purchases the Product for resale or resupply

## WARRANTY PERIOD

In addition to Your rights and remedies under a law in relation to the Product, Everhard Industries offers You a warranty that the Product will be free from defects for the following periods (Warranty Periods):

**DuraDRAIN Channel & Grate** 1 year

Each Warranty Period above commences on the date of purchase or, where the Product is installed in a new building, the date of handover in the building's warranty period. For clarity, if the Product is installed in a building that is not a new building (for example as part of renovation work), the Warranty Period for that Product will commence on the date of purchase of that Product.

## WARRANTY CONDITIONS

Subject to compliance with the terms of this Warranty, Everhard Industries will supply a replacement Product where Everhard determines that a fault in the Product has been caused by faulty manufacture or faulty materials used in the manufacture of the Product.

This Warranty does not apply to any defect caused or contributed to by any one or more of the following:

- accidental damage, abuse, misuse or mistreatment
- **abnormal stresses on the Product beyond its designed purpose, including excessive traffic loading**
- improper use of cleaners or chemicals including acid washing during installation
- unapproved modifications were made to Products
- damage to Product and Product finishes resulting from installation, including acid washing
- installation that did not follow the Everhard Industries installation guidelines or instructions
- interference with or attempts to repair the Product after the Product has been installed
- normal wear and tear from use
- rusting caused by chlorine, salt water environments such as swimming pools or coastal areas
- Note: It is the installer's responsibility to ensure that the product is not damaged and is free of any visible faults prior to installation

This Warranty only applies to You and is not transferable from You to any other person.

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.