

Metecno Pty Limited trading as Bondor
ABN 44 096 402 934
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SolarSpan® WARRANTY

Metecno Pty Limited (ABN 44 096 402 934) trading as Bondor (“**Company**”) warrants to the Purchaser and the owner of the building (“**Owner**”) that the SolarSpan® Insulated Roof Panels (“**SolarSpan® Products**”) are free from defects caused by the Company’s manufacturing process, subject to the Conditions of Warranty below.

Important: The next page of this Warranty contains details on how to make a Warranty Claim, exclusions & limitations on the Company’s liability and the preservation of other rights and remedies you may have regarding the goods to which this Warranty relates.

A. WARRANTY PERIOD

This Warranty is valid for a period of **10 years** from the date of the Purchaser’s original purchase from the Company.

B. CONDITIONS OF WARRANTY

- 1) This Warranty is for the benefit of the Purchaser and the Owner who acquired the **SolarSpan® Products** from the Company. No other person may rely on this Warranty.
- 2) This Warranty is valid only if the Purchaser and the Owner accurately completes and signs this Warranty form and presents it with any claim.
- 3) A claim will only be recognised after the **SolarSpan® Products** have been inspected by a representative of the Company.
- 4) The Company’s responsibility under this Warranty is limited to repairing or replacing any defective **SolarSpan® Product**, the choice being at the Company’s sole discretion. The Company reserves the right to appoint its own repairers.
- 5) This Warranty is provided for the **SolarSpan® Products** only. The Company will not be liable for:
 - a) any components or services manufactured or provided by other parties;
 - b) labour costs associated with the installation or removal of affected **SolarSpan® Products** or the fixing of replacement panels; or
 - c) injury to persons, or damage to property or consequential losses arising from the use of the **SolarSpan® Products**.
- 6) This Warranty is conditional upon:-
 - a) the **SolarSpan® Products** being installed in accordance with the engineering specifications and installation instructions provided by the Company, the receipt of which is hereby acknowledged; and
 - b) the **SolarSpan® Products** being installed in accordance with AS 3500 Plumbing and Drainage – Part 5 domestic installations and/or AS HB39 Installation code for metal roof and wall cladding.
- 7) This Warranty excludes damage caused by:-
 - a) Transport, handling, storage, installation or erection;
 - b) Structural pressure due to settlement or unusual loads;
 - c) Aftermarket coating or painting;
 - d) Storm and tempest, floods, lightning strike or other acts of God;
 - e) Adhesion and marking due to failure to remove protective plastic film (core strip);
 - f) Corrosion due to pollutants, chemicals and corrosive atmosphere;

- g) Attack from chemical agents, fumes, liquids or solids other than direct rain falling onto the **SolarSpan® Products**;
 - h) Neglect, mistreatment or deliberate damage;
 - i) Sustained temperatures above 80°C;
 - j) Contact with soils, ashes, fertilizers or other moisture retaining substances;
 - k) Area in metallic direct or indirect contact with lead or copper or dissimilar metals, or subject to the run off from copper or lead flashings and pipes;
 - l) Failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product;
 - m) Deterioration of the panels caused by contact with green or wet timber or treated Timbers; or
 - n) Alteration or modifications not in accordance with the Company's installation procedures.
- 8) In accordance with any warranty extended to the Company by the manufacture of the Steel component of the **SolarSpan® Products**, the Company only extends to the Purchaser and the Owner the benefit of the Warranty and guarantees it receives from the manufacturer (if any) to the extent it is capable of doing so at law and if :-
- a) Installation is greater than one kilometre from marine or industrial environments;
 - b) The paint finish as supplied must not be scratched, abraded or damaged in any way, or coated with an incompatible material;
 - c) Sheltered or areas unwashed by rain exposure must be washed down on a regular six monthly basis; and
 - d) The relevant manufacturer requires registration of that warranty, the Purchaser and the Owner comply with that registration requirement.
- 9) This Warranty is given in lieu of all other considerations or warranties expressed or implied except to the extent that any statute applicable to this Warranty prevents the exclusion, restrictions or modification of such conditions or warranties.

C. HOW TO MAKE A WARRANTY CLAIM

- 1) The Purchaser and/or Owner must give written notice headed "Warranty Claim" to the Company by email or post to the Company's address provided above and provide this accurately completed and signed Warranty Form with that written notice.
- 2) The written notice must be given within the Warranty Period above and within 3 months of the defect first becoming apparent.
- 3) The Purchaser and/or Owner must enable a Company representative to inspect the Product and make an assessment. The Purchaser and/or Owner must provide whatever access to property, information and assistance the Company representative may reasonably require to assess the claim.
- 4) The Company will bear any costs it incurs in making an assessment. The Purchaser and Owner will bear any costs they incur in making or substantiating the claim.

D. OTHER RIGHTS AND EXCLUSIONS

If you are a consumer:

If you acquire goods as a "consumer" as defined by the Australian Consumer Law, the benefits to you given by this Warranty are in addition to any other rights and remedies you may have under a law in relation to the Goods to which this Warranty relates, but only to the extent that such other rights and remedies cannot be excluded.

In particular, the Company's 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.

If you are a supplier to consumers:

If you supplied the Goods to a consumer you may be entitled under the Australian Consumer Law to be indemnified by the Company in certain circumstances should you incur liability to a consumer under that law due to a defect in the Company's Goods.

Exclusion of other liability:

Our liability in respect of the Goods is strictly limited to the above Warranty and to those other rights mentioned above that cannot at law be excluded. All other liability, whether to a consumer, supplier or any other person, whether arising under contract, tort, statute or otherwise and whether for property damage, personal injury or for economic, financial or consequential loss is expressly denied.

This Warranty is given by Metecno Pty Limited ABN 44 096 402 934 trading as Bondor whose business address and contact details are outlined on page 1 above.

Purchaser

Owner

Name:

Name:

Address:

Address:

Telephone:*Facsimile:*.....

Telephone:*Facsimile:*.....

Email address:

Email address:

Signature:

Signature:

Date of Installation:

Description of SolarSpan® Products (Goods):

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SolarSpan® is a registered trademark of Metecno Pty Ltd.