

20 YEAR WARRANTY

JULY 2018

UBIQ Pty Limited ACN 146 086 142 (“UBIQ”) warrants to the first purchaser of **INEX>FLOOR** and the last purchaser of **INEX>FLOOR** prior to its installation for period of 20 years following installation that **INEX>FLOOR** will be:

1. free from defects in materials or manufacture; and
2. resistant to structural weakening, cracking, rotting and termite damage.

If **INEX>FLOOR** does not meet the above standards we will, at our option, replace or repair it, supply an alternative and equivalent product, or pay for someone else to undertake these works.

This Warranty is subject to the following conditions:

- A.** A ‘defect’ in relation to this warranty and **INEX>FLOOR** means:
- a non-compliance with AS/NZS 2908.2:2000 Cellulose-cement Products - Flat sheets, other than the optional ‘Warm Water test item 6.4, for which UBIQ warrants that **INEX>FLOOR** will perform a mean MPa of >12; test to be undertaken in accordance with clause 8.2.4 of AS/NZS 2908.2:2000. or
 - failure to comply with any attribute described in the relevant UBIQ literature at the time of purchase.

INEX>FLOOR is subject to natural variation in its finish as part of its manufacturing process and the purchaser must ensure it meets appearance requirements prior to installation;

- B.** **INEX>FLOOR** must be installed in accordance with the relevant UBIQ literature current at the time of installation and its installation must be designed and constructed strictly in accordance with the current Building Code of Australia and all other relevant codes and regulations at the time of the installation
- C.** UBIQ will not be liable for breach of warranty caused by abnormal use of the product or normal wear and tear;
- D.** UBIQ will not be liable for breach of warranty unless the claimant provides proof of purchase and makes a written claim to UBIQ within 30 days after the defect would have become reasonably apparent or, if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation;
- E.** UBIQ will not be liable for breach of warranty, or for any losses or damages (whether direct or indirect) including property damage, personal injury, consequential loss or economic loss, due to negligence of the installer, or in any way attributable to poor workmanship, poor design or detailing;
- F.** Other than as expressly set out in this warranty, and the guarantees that cannot be excluded under The Australian Consumer Law (and any other law), UBIQ excludes all other warranties and guarantees with regard to **INEX>FLOOR** including all guarantees and warranties under law;
- G.** To the extent that it is able to do so, UBIQ excludes all liability for loss and damage (including consequential loss) in connection with **INEX>FLOOR**. This exclusion does not apply where **INEX>FLOOR** is sold to a “consumer” under the Australian Consumer Law and is a kind of good ordinarily acquired for personal, domestic or household use or consumption;
- H.** This warranty cannot be relied upon by any other person and is not transferable.

The following statement is provided where **INEX>FLOOR** is supplied to a purchaser who is a “consumer” under the Australian Consumer Law:

INEX>FLOOR comes with guarantees that cannot be excluded under the Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Consumers are also entitled to have the goods repaired or replaced if **INEX>FLOOR** fails to be of acceptable quality and the failure does not amount to a major failure. The benefits of this warranty are in addition to other rights or remedies of consumers under the law.

DISCLAIMER

The recommendations in UBIQ’s literature are based on good building practice but are not an exhaustive statement of all relevant information required to satisfactorily install **INEX>FLOOR**. The successful performance of the relevant systems that include **INEX>FLOOR** rely on factors outside the control and as such UBIQ shall not be liable for the recommendations in its literature with regard to performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code of Australia, regulations and standards.