

Product Warranty

CSR Martini dECO product has been installed at:

Project

Installer

Date of installation

Purchased by

Purchase date

Product supplied

CSR Martini Pty Limited (ACN 144 714 938) (“**CSR Martini**”) warrants that the dECO product is free from any defects in manufacture and materials, subject to the warranty exclusions set out in this warranty document and shall not materially degrade for a period of **15 years** from the date of purchase in circumstances where:

- dECO product is used for internal applications only; and
- dECO product is used for interior wall and ceiling panelling and workstation partitions and has been installed in accordance with Martini dECO Installation Guide available at www.csrmartini.com.au.

Warranty Exclusions

The warranty will cease to apply on Martini dECO products where:

- dECO products are exposed to direct sunlight, as colour fastness may be affected;
- dECO products are used as movable screens;
- dECO products are not suitably supported by a framing system;
- the relevant deterioration of any part of the dECO product is consistent with normal wear and tear of the dECO product in its relevant application;
- the dECO product is used in any manner inconsistent with the normal or advertised use of the product;
- dECO products are damaged in transit or through wilful or accidental damage by third parties;
- the dECO product is damaged or not installed in accordance with dECO Installation Guide. Note: installation related issues must be addressed by the installer;
- faults to dECO products are caused or contributed to by the customer or any third party;
- the system into which the dECO product is installed is not in accordance with provisions of the current National Construction Code (NCC) regulations and standards, good trade practices or is incorrectly designed or under-engineered; or
- damage to the dECO product arises from external causes outside CSR Martini’s control including but not limited to; building structure movement, welding or similar heating, pollution, exposure to conditions that would normally be deleterious to polyester products, mechanical damage, electrical or electrolytic damage, water damage, incorrect cleaning; neglect, fire, explosion, radiation, collision or other accident, acts of God, wars, riots, civil commotion, vandalism, or malicious damage, adverse weather conditions (such as for example hail storms) and the like (unless such damage is caused by the negligence or omission of CSR Martini or its employees).

Remedies

In the event that the dECO product fails to meet the terms of the warranty referred to above, and such failure is caused by the direct result of a defect in the dECO product, CSR Martini will at its option repair or replace the dECO product or refund the original invoice value of the product.

To the maximum extent allowed by law, CSR Martini is not liable for any expenses or back charges including labour and transport associated with replacement of defective product. CSR Martini reserves the right to charge for any service on product not covered by this warranty.

This warranty does not exclude, restrict or modify the application of any condition, warranty; guarantee, right or remedy conferred or implied under any provision of any statute including the Competition and Consumer Act 2010 (Cth) where to do so would contravene the relevant statute.

Consumer Law

The warranties above are provided in addition to other rights and remedies available in respect of the acquisition of products by a "consumer" (as defined in the Competition and Consumer Act 2010 (Cth)).

The following applies in respect of Australian sales to a 'consumer' as set out in the Competition and Consumer Act 2010 (Cth): 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.

Making a Warranty Claim

Notification of a warranty claim must be made to CSR Martini prior to any return or attempted rectification of the dECO product. CSR Martini must be given a reasonable opportunity to inspect the alleged fault in-situ. Failure to do so may result in voiding this warranty.

To make a claim under this warranty, you must contact CSR Martini at 4 Macdonald Road, Ingleburn NSW 2565 or martinienquiries@csr.com.au or 1300 767 776. All expense of making a warranty claim will be borne by the person making the claim. CSR Martini will require reasonable documentation supporting the claim to be provided.