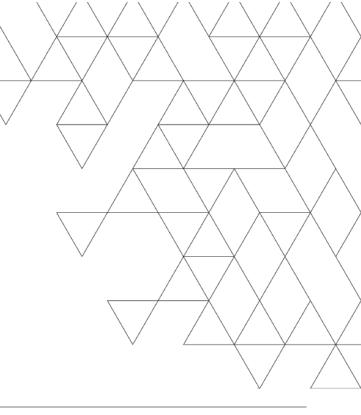


# ALTERIA WARRANTY

Version 1.1



## **Warranty Overview**

Alteria Signature Warranties are available for all architectural grade aluminium products in the range.

Our warranties are separated into three levels and are available based on the finish selected for your project. Each Signature Warranty level is made up of three components, a durability warranty (film integrity), a colour warranty (colour retention, chalking and gloss retention) and a system warranty (aluminium system integrity).

The warranty periods for each Signature Warranty are highlighted in the table below. Full warranty information and conditions are detailed in clauses 1 – 8 and the terms and conditions of this warranty.







| Finish Options             | Meridian Range Evoke Range<br>Aurora Range |                 | Essentials 10 Range    |  |
|----------------------------|--|-----------------|------------------------|--|
|                            | Lumi Range                                 |                 |                        |  |
|                            | Essentials 25 Range                        |                 |                        |  |
| <b>Durability Warranty</b> | 25 years                                   | 15 years*       | 10 years               |  |
| Colour Warranty            | 15 years                                   | 15 years*       | 10 years               |  |
| System Warranty            | em Warranty 15 years                       |                 | 15 years               |  |
| Suitable For               | All BCA Classes                            | All BCA Classes | BCA Class 1 or 10 Only |  |
|                            |  |                 |                        |  |

\* See Clause 3.1





# **Warranty Application**

| <b>Project Details</b> |
|------------------------|
|------------------------|

| Name of Person/Entity                         |  |  |  |  |
|---|--|--|--|--|
| where product is installed                    | Prime Build  |  |  |  |
| Order Number                                  | Prime Build  |  |  |  |
| Order Number                                  | SO463705   |  |  |  |
| Property Address                              | 74 Stephen Street, Blacktown                                 |  |  |  |
| Application Type                              | ☐ Interior   | ✓ Exterior                             |  |  |
| BCA Building Class                            | ☐ Class 1 or 10 (Residential)                                | ☐ Class 2 – 9 (Commercial)             |  |  |
| Environment classification                    | ☐ C1 or C2   | ✓ C3                                   |  |  |
| Refer to Care & Maintenance                   | □ C4   | □ C5                                   |  |  |
| Guide.  Order Commencement Date               | 02.07.25   |  |  |  |
| Date of expected completion                   | 10.08.2025   |  |  |  |
| Alteria Profiles Selected                     |  |  |  |  |
|   | 125mm Cladding - 30x50mm & 50 x 150mm battens                |  |  |  |
| Finish Selected                               | ☑ Evoke Range  | ☐ Lumi Range                           |  |  |
|   | ☐ Meridian Range   | ☐ Essentials 25 Range                  |  |  |
|   | ☐ Aurora Range   | ☐ Essentials 10 Range                  |  |  |
| Finish Colour Name                            |  |  |  |  |
|   | Evoke  |  |  |  |
| Installer Name                                | matt - jig carpentry   |  |  |  |
| Purchased by                                  | Prime Build  |  |  |  |
| Warranty Level Applying for                   | ☐ Signature 25 ☐ Signature 15 ☐ Signature 10                 |  |  |  |
| Acknowledgement from Contra<br>Hayden Lussick | •  | ner) agree that I have received and re |  |  |
|   | Care & Maintenance Guide and agree                           |  |  |  |
| ,   |  |  |  |  |
| Contractor/Owner Signature                    | J. Juniole   | Date 18.08.25                          |  |  |
| Approval from Alteria                         | <u> </u>   |  |  |  |
| Warranty Level Approved                       | ☐ Signature 25 ☐ Signature 10                                |  |  |  |
|   | Signature 15: Please enter Warranty Period in years approved |  |  |  |
|   | as per Clause 3.1: years                                     |  |  |  |
| Alteria Sales Representative                  | AGrisrson  | Date                                   |  |  |
| Signature                                     |  | 18.08.25                               |  |  |

**Note:** A separate project specific Interpon D Warranty Certificate of Conformance for the Interpon coating can also be applied for through Alteria but it must be done prior to order confirmation. Contact Alteria if this is required.





### Warranty

#### **Clause 1: Durability & Colour Warranty**

#### 1.1 Film Integrity

Film integrity warranty periods for each warranty level shall be defined in accordance with clause 3.1.

During the Warranty Period outlined in clause 3.1 there will be no visible checking or cracking of the specified Interpon D powder coating.

#### 1.2 Colour Integrity

#### 1.2.1 Colour Retention

The Colour Retention warranty periods for each warranty level shall be defined in accordance with clause 3.1.

During the Warranty Period outlined in clause 3.1 the colour change of the specified Interpon D powder coating shall maintain an average colour consistency on the building of less than or equal to 5 (five) CIELAB DE units (please refer to Note 1).

During the Warranty Period any change in colour which may occur to the specified Interpon D powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

Note 1: DE Units (Hunterlab) determines colour change and is calculated in accordance with ASTM D2244, Section 6.3. Colour change shall be measured across representative exposed powder coated surfaces that have been cleaned of oil, grease, dirt, chalk, oxidised film or other contaminants. Corresponding values shall be measured on the original retained batch panel (which has been stored in the dark at temperatures below 30 Degrees Celsius).

#### 1.2.2 Chalking Resistance

The Chalking Resistance warranty periods for each warranty level shall be defined in accordance with clause 3.1.

During the Warranty Period outlined in clause 3.1, chalking of the specified Interpon D powder coating will be no more than that represented by a No. 6 rating based on ASTM D 4214, test method A (Method D 659) when measured on the building averaged across representative exposed powder coated surfaces.

During the Warranty Period any chalking which may occur to the specified Interpon D powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

#### Clause 2: Gloss and Adhesion

#### 2.1 Gloss Retention

The Gloss retention warranty periods for each warranty level shall be defined in accordance with clause 3.1. During the Warranty Period outlined in clause 3.1, gloss retention of the specified Interpon D powder coating when applied to test panels shall be greater than or equal to 30% when exposed in accordance with Clause 7.9.1.1 of AAMA2604-10 and when measured in accordance with Clause 7.9.1.4 of AAMA2604-10

During the Warranty Period any reduction in gloss which may occur to the specified Interpon D powder coating will occur evenly over any compatible surface provided that such surfaces are exposed to an even degree of weathering.

#### 2.2 Adhesion

The adhesion of the specified Interpon D powder coating, when initially applied to test panels and when measured in accordance with AAMA2604-10 Clause 7.4.1.1 will show no removal of the film.

#### Clause 3: Terms and Conditions of the Durability & Colour Warranty

**3.1** The "Warranty Period" shall mean a period as stipulated in years under clause 1.1, 1.2.1 and 1.2.2 and 2.1 and are highlighted in the table below for each warranty level. The warranty period commences on the date that the specified Interpon D powder coating and batch number(s) as detailed on this Warranty Card is/are used by the Applicator or alternatively six (6) months from the date of the delivery of the specified Interpon D powder coating to the Applicator, whichever is the sooner.





Warranty Periods for Clause 1.1, 1.2.1 and 1.2.2 and 2.1:

| Warranty Level      | Signature 25 | Signature 15                   | Signature 10                   |
|---------------------|--------------|--------------------------------|--------------------------------|
| Film Integrity      | 25 years     | Up to 15 Years.                | 10 years.                      |
| (Clause 1.1)        |              | Warranty period is subject to  | Warranty period is only        |
| Colour Retention    | 15 years     | the environment classification | applicable to BCA Class 1 & 10 |
| (Clause 1.2.1)      |              | of the project application.    | Buildings (Single domestic     |
| Chalking Resistance | 15 years     | 15 years for C1/C2/C3          | residential dwelling up to 3   |
| (Clause 1.2.2)      |              | environments. 12 years for C4  | storeys.                       |
| Gloss Retention     | 15 years     | environment. 7 years for C5    |                                |
| (Clause 2.1)        |              | environment.                   |                                |

- **3.2** The performance criteria referred to in Clauses 1 and 2 of this Warranty are strictly conditional upon the specified Interpon D powder coating being applied to aluminium alloys, as specified in the Interpon D Approved Applicators Manual, in accordance with the instructions contained on the relevant product data sheet and the relevant DIN, ISO, AAMA or AkzoNobel's coating standards (as the case may be). It is understood that gloss, chalk and colour change may not be uniform if the surfaces are not equally exposed to the sun and the elements.
- **3.3** In the event of a valid claim the entire obligation of AkzoNobel shall be limited to the provision of replacement coating material and the payment of application costs as deemed necessary by AkzoNobel to repair the failure in-situ PROVIDED THAT AkzoNobel shall not be liable:
- i) unless written notice is given to AkzoNobel by the Applicator within thirty (30) days after the date of detection of the matter giving rise to the claim and, in any event, no later that fifteen (15) years commencing on the sooner of the date that the specified Interpon D powder coating is used by the Applicator or six (6) months from the date of its delivery to the Applicator;
- **ii)** unless a valid claim can be established under this Warranty such that the Applicator can establish to the satisfaction of AkzoNobel that 5% or more of the total coated area to which the specified Interpon D powder coating has been applied failed to meet the performance criteria referred to in Clauses 1 and 2, as a result of an error or defect in the formulation or manufacture of the specified Interpon D powder coating;
- iii) for any claim made, or, arising out of any damage or deterioration occurring, during any period when the Applicator did not meet the requirements for Interpon D Approved Applicator status set out in the Interpon D Approved Applicators Manual supplied to the Applicator, of which the Applicator hereby acknowledges receipt ("The Applicator Requirements"); iv) under any circumstances for any claim, whether arising in contract, tort (including negligence) or otherwise for any consequential economic or other indirect damage, loss and expense including loss of profits, income, contracts, business, production or goodwill for any claims made against the Applicator by third parties; and/or
- v) if any of the circumstances set out in Clauses 3.3 and 3.4 apply;
- vi) unless the Applicator shall prove to the reasonable satisfaction of AkzoNobel that the specified Interpon D powder coating, as applied, has failed to meet the performance criteria referred to in Clauses 1 and 2.

Notwithstanding any other terms of this Warranty, any liability of AkzoNobel is conditional upon the strict adherence of the pre-treatment and application procedures set out in the requirements of the Interpon D Approved Applicator Manual. AkzoNobel specifically excludes any liability for any failure of the coating arising out of the Applicator's or the Customers failure to comply with any of these obligations including, but not limited to, any failure in the adhesion of the coating such as, but not limited to, any blistering, delamination or flaking of the coating. Any repairs under this Warranty may only be carried out by AkzoNobel or, after consultation with AkzoNobel, by an applicator approved in writing by AkzoNobel. Should any rectification of the specified Interpon D powder coating be required it is a condition of this warranty that the Applicator obtain two written quotations for the repair and submit them to AkzoNobel for approval. AkzoNobel reserves the right to reject any or all quotations submitted for the rectification of any potential claim and may obtain an alternative quotation to cover any agreed repairs.

- **3.4** In addition to Clause 3.3, AkzoNobel shall not be liable under this Warranty in the event that any one or more of the following circumstances occur:
- i) any damage to or deterioration of the coating system arising from causes beyond the control of AkzoNobel including but not limited to impact, abrasion, mechanical damage, neglect, malicious damage, fire damage, pollution and abnormal weather conditions;





- **ii)** where the surfaces have been recoated or touched up for one reason or another, or where more than one coat of has been applied to any surface, or where any surface has been stripped and re-coated with without the prior written agreement of AkzoNobel;
- iii) where failure is associated with the sawing of, or the drilling, milling or punching holes in the coated surface, which are not then adequately sealed with a suitable sealant or mastic;
- **iv)** where the failure is associated with post forming or other post fabrication processes such as application of decorative films, e.g. sublimation transfer;
- v) where failure is associated with prolonged exposure of the coatings to temperatures in excess of 70 Degrees Celsius, or to acid, alkali, solvent or any other hazardous sources which are known or believed to be damaging to powder coatings;
- vi) where failure is associated with continuous exposure of the coating to the direct influence of salt water unless prior to the application of the coatings, AkzoNobel has confirmed its agreement in writing to the Applicator to Warrant the coating as applied to the property in a specified location;
- vii) where failure is associated with the use of adhesive tapes, or with the use of sealants or mastics;
- viii) where failure is associated with jig marks or other fixing points;
- ix) where the coated surfaces have not been maintained by the Applicator or third party in accordance with AkzoNobel's recommended maintenance procedures as stipulated in the Interpon Powder Coatings Care and Maintenance Guide (a copy of which is attached and which the Applicator hereby acknowledges he has read and understood) together with other appropriate literature available from AkzoNobel;
- x) damage or deterioration caused by any accident or normal wear and tear, or by any default or misuse of the specified Interpon D powder coating by the Applicator, Customer or by any third party;
- **xi)** where the specified Interpon D powder coating has not been stored in accordance with the product data sheet recommendations i.e. in dry, cool conditions below 30 Degrees Celsius;
- xii) any claim arising out of the use of the specified Interpon D powder coating with equipment or materials not set out in the
- published product literature of AkzoNobel or that could be reasonably contemplated by Akzo Nobel;
- **xiii)** any claim arising out of any alteration, modification or repair by a third party not expressly approved in writing by AkzoNobel; or
- **xiv)** any claim arising out of the specified Interpon D powder coating or the items to which it is applied having been subjected to experimental operation or any type of operation or use in contravention of the specification or operational limitations.
- **3.5** The Applicator shall maintain (and procure that its customer maintains) the following records for the project and, in the event of a claim, the Applicator shall make such records available to AkzoNobel or its nominee, servant or agent for inspection and/or to make copies thereof:
- plant pre-treatment records;
- plant oven temperature records;
- full application records and quality control records for each production run of the project;
- maintenance records including details of washing and cleaning procedures; and
- any other data needed to construct the chronological service history of the coating system.

In addition the Applicator shall permit (and procure that its customer permits) AkzoNobel or its nominee, servant or agent, should AkzoNobel so request, to inspect the property to which the specified Interpon D has been applied.

- **3.6** If AkzoNobel carries out any testing of the Applicator's procedures or operations or makes any recommendations, suggestions or advice in respect thereof or provides the Applicator or the Customer, its employees, agents or contractors with technical advice relating to the use or application of powder coatings (regardless of any approval given by AkzoNobel that the Applicator be an Interpon D Approved Applicator or otherwise and including without limitation the matters set out in the Interpon D Approved Applicators Manual) or the use of any equipment to be used in connection therewith or otherwise (herein after referred to as "Services"), all reasonable efforts have been taken to secure that any Services so provided are accurate and useful and that AkzoNobel gives no representation, warranty or undertaking to the accuracy, completeness, usefulness, suitability, effect or otherwise of the Services or the quality or condition of such equipment or otherwise and, AkzoNobel shall not be liable in respect of any act, omission, deficiency, neglect or otherwise in the provision of any Services or any other matter associated therewith.
- **3.7** The Applicator agrees that it will at all times hereafter hold harmless and indemnify AkzoNobel against all third party claims for loss, damage, or expenses brought against AkzoNobel of whatsoever nature and howsoever arising caused by or related to the specified Interpon D powder coating, the coating system, its application, repair or replacement under this Warranty, or by, or as a result of the provision of any Services, as that is defined in Clause 3.6 above.





- **3.8** Notwithstanding anything to the contrary in this Warranty, nothing in this Warranty shall exclude, restrict, or limit the liability of AkzoNobel for death or personal injury resulting from the negligence of AkzoNobel or affect the statutory rights of the Applicator.
- **3.9** This Warranty sets out the entire liability of AkzoNobel for any fault or claim arising out of or in connection with the quality or condition of all powder coatings supplied to the Applicator (including but not limited to the merchantable quality and fitness for purpose of powder coatings). All warranties, representations, conditions and terms, (whether express or implied, written or oral) as to any such matters are hereby expressly excluded to the fullest extent permitted by law and for the avoidance of doubt the warranty contained in Clause 6 of AkzoNobel's Conditions of Sale (a copy of which is attached and which the Applicator hereby acknowledges he has read and understood) is expressly superseded by this Warranty.
- **3.10** Any alterations to or modifications of this Warranty must be in writing and signed by authorised representatives of the Applicator and AkzoNobel.
- **3.11** This Warranty is granted to the Applicator alone as the purchaser of the specified Interpon D powder coating and is non-transferable and non-assignable in whole or in part. The Applicator shall not itself or permit its agents, representatives or contractors to represent or imply that this Warranty extends to or is available to anyone other than the Applicator. The Applicator cannot make any representations or provide any advice in relation to any products on behalf of AkzoNobel.
- **3.12** All communications relating to this Warranty shall be in writing and deemed duly served:
- a) three (3) days after it has been sent by prepaid registered post addressed to the address of the party concerned as stated herein or the last known addresses of the parties hereto; or
- b) immediately upon receipt if delivered by hand or properly sent by telex, email or facsimile transmission.
- **3.13** All correspondence in relation to the Warranty must be addressed to: Alteria Aluminium Systems; 50 52 Koornang Rd, Scoresby, Vic, 3133
- **3.14** This Warranty represents the entire agreement between the parties hereto in relation to the subject matter and supersedes any previous agreement whether written or orally expressed or implied between the parties hereto in relation to the subject matter.
- **3.15** This Warranty shall be construed in accordance with the laws of New South Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the New South Wales courts to settle any disputes which may arise in connection with this Warranty.
- **3.16** The schedule annexed hereto shall be read, construed and taken to be an essential part of the Warranty and shall form an integral part hereof.
- 3.17 It is the responsibility of the Customer to ensure that
- **3.18** For Lumi, Aurora, Essential 25 and Essential 10 Ranges: A project specific Interpon D Warranty Certificate of Conformance for the Interpon coating can be applied for by the contractor/owner through Alteria and must be done prior to order confirmation. It is the responsibility of the contractor/owner to inform Alteria at completion of the project, in order to receive the Interpon Certificate of Conformance documentation. The project completion date must be within 2 years from the date of order completion.

#### **Clause 4. Aluminium System Integrity Warranty**

#### 4.1 Manufacturing Standard

Alteria Aluminium Systems are manufactured in accordance with the following standards: (1) AS 1886:1997 Aluminium and aluminium alloys - Extruded rod, bar, solid and hollow shapes; and (2) ISO 9001:2015.

#### 4.2 Rust and Corrosion

Aluminium System rust and corrosion warranty period for all Warranty Levels is 15 years and shall be defined in accordance with clause 5.1.

During the Warranty Period there will be no visible rust or corrosion of the Alteria Aluminium System products, when installed and maintained according to Alteria install and care and maintenance guidelines.





#### 4.3 Buckling

Aluminium System buckling warranty period for all Warranty Levels is 15 years and shall be defined in accordance with clause 5.1.

During the Warranty Period the supplied Alteria Aluminium System products will not buckle, when installed and maintained according to Alteria install and care and maintenance guidelines.

#### **Clause 5 Aluminum System Integrity Warranty Terms & Conditions**

- **5.1** The "Warranty Period" shall mean a period as stipulated in years under clause 4.2 and 4.3 commencing from the date of the first delivery of the Alteria Aluminium System to the customer.
- **5.2** The product must be handled and installed in conjunction with the components or products specified with the relevant Alteria Aluminium Systems Installation Manual current at the time of purchase. The product cannot be warranted when used with non-genuine frames and systems not recommended in the Alteria Aluminium Systems Installation Manual.
- **5.3** The product must be maintained strictly in accordance the maintenance instructions outlined in the relevant Alteria Care & Maintenance Guide current at the time of purchase.
- **5.4** The buyer or their installer/builder is responsible for inspecting, prior to installation, the colour, finish and size of the product, detecting if the product has any other defect or manufacturing fault, and for ensuring the product meets surface appearance, aesthetic and product specification requirements.
- **5.5** Alteria must be given a reasonable opportunity to inspect any alleged faulty Product in-situ prior to its removal, repair or replacement.
- **5.6** All correspondence in relation to the Aluminium System Integrity Warranty must be addressed to: Alteria Aluminium Systems; 50 52 Koornang Rd, Scoresby, Vic, 3133

#### **Clause 6. Other Warranty Terms & Conditions**

**6.1** As specified in Clause 3.4, 4.2, 4.3 and 5.3, regular cleaning and maintenance is required. The frequency of cleaning is based on the classification of the exterior environment where the product is installed, as defined by AS4312-2008. Alteria recommends the following frequency of cleaning. Refer to Alteria Care & Maintenance Guide for full cleaning recommendations and requirements.

| Category | Corrosivity Level | Example                   | Minimum         | Cleaning |
|----------|-------------------|---------------------------|-----------------|----------|
| (AS4312) |                   |                           | Requirements    |          |
| C1 & C2  | Very Low & Low    | Non-hazardous Environment | Every 12 months |          |
| C3/T     | Medium            | Typical Environment       | Every 12 months |          |
| C4       | High              | Swimming & Leisure        | Every 6 months  |          |
|          |                   | Pools / Light Industrial  |                 |          |
| C4       | High              | Coastal Area              | Every 6 months  |          |
| C5 - M   | Very High         | Beach Front / Marine      | Every 3 months  |          |
| C5       | Very High         | Heavy Industrial/Smog     | Every 3 months  |          |

- **6.2** Wood-Look Colour. Timber grain wood-look products have been designed replicate real wood, and as such will have colour and image inconsistencies. This is not considered to be a defect or warranty issue. Any change in colour that occurs to the base or grain powder coating will occur evenly over any comparable surface provided that each surface is exposed to the same degree of weathering.
- **6.3** One transfer of the Alteria warranty to a new owner can be made during the warranty period. All warranty periods shall remain the same and be pro-rated to the new owner. The new owner will be required to review and agree to the terms and





conditions. The transfer request must be made within 100 days of the legal title transfer date. If the transfer request is not made during this time, then the warranty will become void.

#### **Clause 7. Limitations**

Except as specified in this document and the Australian Consumer Law and to the fullest extent allowable by law:

- **7.1** Alteria is not liable for claims made after the installation of the product that relate to surface appearance and product specification, including but not limited to scrapes, dents and warping. Any post-sale coating is applied at the original purchaser or installer/builder's own risk and Alteria accept no responsibility for any resulting product colour variation.
- **7.2** Alteria will not be responsible for damage to the product if the project designed and constructed is not in strict compliance with all relevant requirements of the current Building Code of Australia regulations and standards.
- **7.3** Alteria will not be liable for defects caused by any third party's action, negligence, handling or storing or if the product is installed or otherwise used in temperatures outside the range appropriate for the product. Alteria is also not liable for any loss, damage or expenses suffered by any third party however such losses or expenses may be caused.
- **7.4** Alteria will not be liable for any claim relating to damage or defects arising from transportation unless the claim is made within 7 days after receipt of the product.
- **7.5** Alteria will not be liable for any claims relating to any paint or coating that was applied to the product that was not recommended by Alteria.
- **7.6** Alteria will not be liable for deterioration of any part of a Product caused by work carried out on the Product after installation, including any re-use of the Product after its initial installation.
- **7.7** Alteria will not be liable for damage to the Product arising from external causes outside of Alteria's control including but not limited to claims, defects or damages arising from or in any way attributable to handling of Product in transit and on-site, poor design or detailing, poor workmanship, movement of materials to which the Product is attached and/or, incorrect design of the structure settlement or structural movement, high levels of pollution, acts of God including, but not limited to, floods, cyclones, earthquakes or other severe weather or unusual climatic conditions, performance of third party paint/coatings applied to the Product, or normal wear and tear.
- **7.8** Alteria will not be liable for any loss or damage (whether direct, indirect, consequential contingent or special) including personal injury, property damage, loss of profits, revenue, savings, labour, material or other costs, claims, damages or expenses, however caused, including from breach of this warranty.
- **7.9** Alteria will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement, or structure movement and/or movement of materials to which the product is attached.
- **7.10** Alteria will not be liable for any external forces or causes that have degraded the workmanship and/or materials of the Product other than those forces or causes which the Building Code of Australia and/or the relevant Australian Standards regard the Product as having been designed to withstand under normal conditions.

In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the product, if Alteria meets a claim under this warranty that involves re-coating or replacing the product, there may be slight colour variances between the original and replacement product due to the effects of time and differences in materials. Trumark is not liable for any such colour variances.

**7.11** Alteria will not be liable for breach of this warranty unless the claimant provides proof of purchase and full payment of the products invoice and claim is made in writing giving full details of the complaint to Alteria including your details, the date of installation, the name of the person or company that installed the product, description of how the product is defective and when you found out that it was defective.





- **7.12** Alteria will not be liable for breach of this warranty unless the claim is made within 7 days of the claimant becoming aware of a suspected or likely defect in the product. The claimant is responsible for the costs of claiming under this warranty including the labour and freight costs associated with removing the product and replacing it.
- **7.13** Upon receipt of a claim, Alteria reserves the right to check and inspect the product which may involve removal of a sample of the product for inspection and/or testing. If Alteria determines that the product is not defective under the terms of this warranty, the claimant shall promptly reimburse Trumark for the costs of investigation and repair, if any, incurred by Alteria.
- **7.14** If Alteria determines that the product is defective under the terms of this warranty, subject to your rights under the Australian Consumer Law with respect to major failures, Alteria will, at its determination:
- pay for the cost of the replacement; or
- repair or replace the product or part of it with the same or equivalent product; or
- refund the amount paid for the affected product.

#### **Clause 8. No Other Warranties**

- **8.1** This warranty does not cover discolouration or other damage to the product caused by air pollution, exposure to harmful chemicals, or normal weathering from the elements. Normal weathering is defined as extreme exposure to sunlight and extremes of weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the product, the cleanliness of the air, and many other influences over which Trumark has no control.
- **8.2** Alteria reserves the right, without notice, to discontinue or alter any of its products, including the colour, finishing and Trumark shall not be liable in the event the replacement product may vary in colour or gloss in comparison to the original Product. If Trumark replaces any product under this warranty, it may substitute products elected by Trumark to be of comparable quality or value in the event that the product initially installed has been discontinued or modified.
- **8.3** Except as explicitly set out in this warranty, any term, representation, condition or warranty in respect of the quality, condition or description of the product whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded. To extent that legislation imposes warranties or impose obligations upon Trumark which cannot be excluded, restricted or modified, this warranty must be read subject to those statutory provisions to the extent that they apply.

#### **Disclaimer**

Recommendations in Alteria literature are based on good building practice and are not an exhaustive statement of all relevant information. Further, as the successful performance of the relevant system depends on numerous factors outside the control of Alteria such as quality of workmanship and design, Trumark shall not be liable for the recommendations in that literature and the performance of the relevant system.

Alteria Aluminium Systems is a trading name under Trumark Group ABN 57 650 403 286

#### **Making a Warranty Claim**

Notification of a warranty claim must be made to Alteria prior to any return or attempted rectification of the product. Alteria must be given a reasonable opportunity to inspect the alleged fault in-situ. Failure to do so may result in voiding this warranty. Alteria reserves the right for our external suppliers to review the alleged fault and provide any expert opinions or advice.

All expense of making a warranty claim will be borne by the person making the claim. Alteria will require reasonable documentation supporting the claim to be provided.

If you are the property owner, please contact your Builder at first instance. If you are the Builder or direct purchaser of the Product, please make a claim under this warranty by contacting Alteria on the details below.

#### **Alteria Aluminium Systems**

50 – 52 Koornang Rd, Scoresby, Vic, 3179.

- (P) 1300 25 88 25
- (E) support@alteria.com.au