

# Knauf Insulation Warranty: Earthwool®



**1. WARRANTY APPLICATION:** Knauf Insulation Pty Ltd (ACN 129 827 336) and Knauf Insulation Ltd (Registered NZ Company No. 35 271 92) - (Knauf) - warrant that Earthwool® products (Product) are manufactured in accordance with AS/NZS-4859.1 and are fit for the purpose of insulating ceilings, external timber frame walls, underfloors and internal acoustic partitions, if tested in accordance with the methodology referred to in AS/NZS-4859.1, if properly installed in accordance with the installation instructions and if maintained according to relevant Standards including AS-3999/NZS-4246.

**2. WARRANTY COVERAGE:** Knauf warrants to the person purchasing the Product (Covered Person) that:

**A.** The Product is free from manufacturing defects for a period of 50 years from the date of purchase.

**B.** When used for its intended purpose, properly installed in accordance with Knauf installation instructions, tested in accordance with the methodology referred to in AS/NZS-4859.1 and maintained in dry conditions and otherwise in accordance with AS-3999/NZS-4246, the NZBC Clauses E2 and E3 (or equivalent), the Product can be expected to maintain its thermal insulation properties for a period of 50 years from the date of purchase (Product Serviceable Life).

**3. CONDITIONS OF WARRANTY:** Knauf's liability to the Covered Person under this Warranty shall be subject to the following terms and conditions:

**A.** The claimant must provide proof that he/she is a Covered Person including a receipt showing the date of purchase of the Product and details of the seller and the installer.

**B.** The Product must be transported and stored in dry conditions at all times between purchase and installation and without bearing the weight of other materials. Knauf will have no liability under this Warranty in respect of wet or water damaged Product.

**C.** The Product must be installed in accordance with Knauf installation instructions and maintained according to AS-3999/NZS-4246, the NZBC Clauses E2 and E3 (or equivalent) and all other applicable building codes adopted by federal, state or local governments or government agencies and applicable to the installation or maintenance. Failure to properly install or maintain the Product in accordance with this Clause will void this Warranty.

**D.** The Covered Person may not claim for manufacturing defects under this warranty that appear outside the Product Serviceable Life 50 years after the date of purchase.

**E.** The Covered Person must provide written notice to Knauf within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent replacement, rectification or repair. The notice must describe the location and details of the defect or failure and such information as is necessary for Knauf to investigate the claim. Photographs of the Product, showing the defect or failure, must accompany the notice. Product samples must be provided.

**F.** Before commencing any replacement, repair or rectification work, the Covered Person must allow Knauf or Knauf's agent to enter the property where the Product is installed and examine, photograph and take samples of, the Product.

**G.** Instead of repairing, replacing or rectifying the Product, Knauf may elect to make a full refund of the purchase price of the Product.

**H.** Knauf will pay the reasonable, direct expenses of the Covered Person claiming under this Warranty. The Covered Person may submit details of their expense claim to Knauf for consideration.

**I.** For the avoidance of doubt, this Warranty applies only to the Covered Person and does not transfer to any subsequent purchaser of any structure in which the Product has been installed.

**4. EXCLUSIONS:** Knauf will have no liability under this Warranty in respect of damage or defects resulting from, or in any way attributable to:

(a) the storage, shipping, handling or installation of the Product in an improper manner or in a manner other than as described above;

(b) neglect;

(c) abuse;

(d) misuse;

(e) damage from incorrect design or construction of the structure in connection with which the Product is used;

(f) acts of God including, but not limited to, cyclones, tornados, floods, earthquakes, severe weather, fire or other natural phenomena, (including, but not limited to, unusual climate conditions);

(g) growth of mold, mildew, fungi, bacteria, or any organism; and

(h) lack of proper maintenance.

**5. CLAIMS:** For any claim by the Covered Person under the terms of this Warranty:

(a) if the Product is found to be non-compliant with this Warranty, Knauf will (at Knauf's sole option) either (i) refund the purchase price; or (ii) repair, replace or rectify the Product.

(b) such claims must be made by written notice:

i. sent to the following address:

Knauf Insulation Warranty Claims Section

PO Box 244

Cannon Hill Queensland 4170

Australia.

Phone +61 7 3393 7300

ii. received within 30 days after discovery of any circumstance giving rise to liability under this Warranty;

iii. containing the details specified in section 3 E above and attaching documentary evidence of the matters specified in section 3 A above.

**6. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL**

**DAMAGES:** Under this warranty Knauf shall not be liable for any incidental, special, indirect or consequential damages. Any monetary compensation is limited to a refund of the purchase price of the Product except as required by law.

**7. MODIFICATIONS AND ALTERATIONS OF PRODUCT:** Knauf

shall have no liability under this Warranty for any Product subjected to further processing or alteration by any person other than Knauf or its related companies.

**8. SETTLEMENT OF CLAIM:** Any refund or material replacement by Knauf pursuant to section 5 above of this Warranty shall constitute a full settlement and release of Knauf by the Covered Person of all claims, potential claims or actions of any Covered Person for damages or other relief under this Warranty.

**9. OTHER RIGHTS:** The benefits given by this Warranty are additional to other rights and remedies that the Covered Person may have under law.

Australian customers: 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

New Zealand Consumer Guarantees Act: It is acknowledged that where a claimant has acquired the goods and/or services for the purpose of a business, the claimant and Knauf agree that the provisions of the Consumer Guarantees Act 1993 shall not apply to the supply of goods and/or services by Knauf to such business applicants.

**10. LIMITATION OF WARRANTY:** This Warranty constitutes the only warranty extended by Knauf for the Product. Knauf disclaims all other warranties, express or implied, but does not exclude any statutory warranties or consumer guarantees that may apply and which cannot be excluded at law. For the avoidance of doubt, any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law, the New Zealand Consumer Law or the Competition and Consumer Regulation 2010 (Australia) and which are not expressly included in this Warranty as additional warranties or conditions, are expressly excluded where permitted, including liability for incidental or consequential damages caused by the breach of any express or implied warranty or condition.

**11. LIMITATION OF LIABILITY:** You may be entitled to statutory consumer guarantees and Knauf does not exclude, restrict or modify those consumer guarantees. In all other respects, in so far as and to the maximum extent that it may lawfully do so, Knauf excludes any liability, whether in tort (including negligence), contract, equity or otherwise, connected with, or arising in relation to, the use or installation of the Product.

This Warranty is given by Knauf Insulation Pty Ltd ACN 129 827 336 and Knauf Insulation Ltd (Registered NZ Company No. 35 271 92).