

## GLASS MINERAL WOOL INSULATION

PGF Insulation, subject to the conditions and limitations set forth below, warrants its resin bonded glass mineral wool insulations 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.

PGF INSULATION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED LIMITED WARRANTY OF MERCHANTABILITY AND THE IMPLIED LIMITED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### CLAUSE 1 - COVERAGE

- 1) PGF warrants to the individual purchasing the glass mineral wool insulation, hereinafter referred to as the "Covered Person" that:
  - a) The glass mineral wool insulation is free from manufacturing defects for a period of 70 years from the date of purchase.
  - b) When used for its intended purpose, properly installed in accordance with PGF insulation 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 glass mineral wool insulation can be expected to maintain its thermal insulation properties for a period of 70 years from the date of purchase (glass mineral wool insulation product performance).
  - c) Should any manufacturing defect e.g. bulging, warping, buckling or sagging occur during said 70 year period, PGF Insulation will provide replacement of glass mineral wool insulation material to the original purchaser of the material or a subsequent owner of the building if the portion of the glass mineral wool insulation is determined to be defective; but not including labour costs and tear-out costs incurred in removal of defective material or installing the replacement material.
  - d) In lieu of providing replacement material reserves the right to, at its sole discretion, refund that amount paid for the defective material (excluding costs to install).

### CLAUSE 2 - TERMS AND CONDITIONS

- 1) PGF Insulation's liability to the Covered Person under this Limited Warranty shall be subject to the following terms and conditions:
  - a) The claimant must provide proof that he/she is a Covered Person including the following documents:
    - i. Receipt showing the date of purchase of the glass mineral wool insulation
    - ii. Details of the seller and the installer.
  - b) The glass mineral wool insulation must be transported and stored in dry conditions at all times between purchase and installation and without bearing the weight of other materials. PGF Insulation will have no liability under this Limited Warranty in respect of wet or water damaged glass mineral wool insulation.
  - c) The glass mineral wool insulation must be installed in accordance with PGF Insulation 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 glass mineral wool insulation in accordance with this Clause will void this Limited Warranty.
  - d) The Covered Person may not claim for manufacturing defects under this Limited Warranty that appear outside the 70 years product performance after the date of purchase.
  - e) The Covered Person must provide written notice sent to PGF Insulation or via e-mail within 10 days after discovery of any claimed defect or failure covered by this Limited 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 PGF Insulation to investigate the claim. Photographs of the glass mineral wool insulation, showing the defect or failure, must accompany the notice. Sample of the glass mineral wool insulation must be provided.
  - f) Failure to notify PGF Insulation in this manner shall be deemed a waiver of any claim for any purported defect.
  - g) Before commencing any replacement, repair or rectification work, the Covered Person must allow PGF Insulation or PGF Insulation's representative to enter the property where the glass mineral wool insulation is installed and examine, photograph and take samples of, the glass mineral wool insulation.

## GLASS MINERAL WOOL INSULATION

- g) PGF Insulation will not be liable for any actions or expenditures purchaser may incur prior to written acknowledgement from PGF Insulation that it assumes responsibility for the alleged defect.
- h) Should any manufacturing defect e.g. bulging, warping, buckling or sagging occur during said 70 year period, PGF Insulation will provide a replacement of glass mineral wool insulation material to the original purchaser, or a subsequent owner of the building if the portion of the glass mineral wool insulation is determined to be defective; but will not pay for any labour costs incurred in the removal of the defected material or the installation of the replacement material.
- i) In lieu of providing replacement material PGF Insulation reserves the right to, at its sole discretion, refund that amount paid for the defective material (excluding costs to install).
- j) This Limited Warranty applies only to the Covered Person and does not transfer to any subsequent purchaser of any structure in which the glass mineral wool insulation has been installed.
- k) PGF Insulation's glass mineral wool insulation may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by purchaser.

### CLAUSE 3 - EXCLUSIONS

- 1) PGF Insulation will have no liability under this Limited Warranty in respect of damage or defects resulting from, or in any way due to the following :
  - a) Storage, shipping, handling or installation of the glass mineral wool insulation in an improper manner or in a manner other than as described above;
  - b) Neglect, abuse or misuse;
  - c) Damage from incorrect design or construction of the structure in connection with which the glass mineral wool insulation is used;
  - d) Force Majeure circumstances such as acts of God, but not limited to, cyclones, tornados, floods, earthquakes, severe weather, fire or other natural phenomena, (including, but not limited to, unusual climate conditions);
  - e) Growth of mold, mildew, fungi, bacteria, or any organism; and
  - f) Lack of proper maintenance
- 2) This warranty only applies to Ecowool Insulation products where the 70 year warranty mark is printed on the packaging.

### CLAUSE 4 - CLAIMS

- 1) For any claim by the Covered Person under the terms of this Limited Warranty:
  - a) PGF Insulation will not be liable for any actions or expenditures purchaser may incur prior to written acknowledgement from PGF Insulation Sdn. Bhd. that it assumes responsibility for the alleged defect.
  - b) If the glass mineral wool insulation is found to be non-compliant with this Limited Warranty, PGF Insulation will (at PGF Insulation's sole option) either :
    - i. Refund the purchase price; or
    - ii. Repair, replace or rectify the glass mineral wool insulation.
  - c) Such claims must be made via:
    - i. Written notice and sent to the following address: PGF Insulation Sdn. Bhd., 2449, Lorong Perusahaan Sepuluh, Kawasan Perusahaan Perai, 13600 Perai, Penang, Malaysia, received within 10 days after discovery of any circumstance giving rise to liability under this Limited Warranty; or
    - ii. E-mail to sales@pgfinsulation.com.au, received within 10 days after discovery of any circumstance giving rise to liability under this Limited Warranty;
    - iii. Containing the details specified in CLAUSE 2.5 and attaching documentary evidence of the matters specified in CLAUSE 2.1 above.

### CLAUSE 5 - SETTLEMENT OF CLAIM

- 1) Any refund or material replacement by PGF Insulation pursuant to CLAUSE 4 of this Limited Warranty shall constitute a full settlement and release of PGF Insulation by the Covered Person of all claims, potential claims or actions of any Covered Person for damages or other relief under this Limited Warranty.

### CLAUSE 6 - LIMITATION OF LIABILITY

- 1) PGF Insulation shall have no liability under this Limited Warranty for:
  - a) Any glass mineral wool insulation subjected to further processing or alteration by any person other than PGF insulation or its related companies.
  - b) Any incidental, special, indirect or consequential damages.
- 2) Any monetary compensation is limited to a refund of the purchase price of the glass mineral wool insulation except as required by law.



## GLASS MINERAL WOOL INSULATION

- 1) You may be entitled to statutory consumer guarantees and PGF Insulation 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, PGF Insulation 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.
- 2) PGF Insulation reserves the right to discontinue or modify any of its glass mineral wool insulations, including the colour thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall PGF Insulation be liable in the event replacement material varies in colour in comparison to the original glass mineral wool insulation. If PGF Insulation replaces any material under this Warranty, it may substitute glass mineral wool insulations designated by PGF Insulation to be of comparable quality or price range in the event the glass mineral wool insulation initially installed has been discontinued or modified.

### CLAUSE 7 - LIMITATION OF WARRANTY

- 1) This Warranty constitutes the only warranty extended by PGF Insulation for the product. PGF Insulation 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 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.

### CLAUSE 8 – LEGAL RIGHTS AND REMEDIES

- 1) This Limited Warranty gives the Covered Person specific legal rights and remedies. The Covered Person's exclusive remedy and the limit of PGF Insulation's liability for breach of the Limited Warranty set forth above, whether any such breach is based on negligence, breach of contract or Limited Warranty, strict liability, or any other theory, shall be, at PGF Insulation's option, the repair, replacement with a like quantity of non-defective or refund of the purchase price, plus reasonable shipping charges incurred by PGF Insulation for approved returns.
- 2) PGF Insulation shall not be liable for any consequential or special damages based on negligence, breach of contract or Limited Warranty, strict liability, or any other theory, for failure to perform its obligations under this agreement and Limited Warranty. Additionally, incidental, indirect, consequential and special damages shall not be recoverable even if the repair, replacement or refund remedy for PGF Insulation's breach of its Limited Warranty fails of its essential purpose or for any other reason.
- 3) All disputes or disagreements which may arise out of this Limited Warranty, or in connection with it, shall be settled by Australian Arbitration Court. The decision of this court shall be final and obligatory for both Parties.