

Guarantee

CSR Building Products Limited (CSR) guarantees that for a period of 7 years from the date of purchase that the Hebel® Wall, Floor or Fence System you have purchased will maintain its structural integrity and stability and protect against water ingress (in the case of Wall and Floor Systems) subject to the terms set out below.

CSR has engineered and tested its building systems to comply with the Building Code of Australia and relevant Australian Standards. It can not guarantee products and accessories not specified and sold by CSR will perform to these standards.

1) This Guarantee will only apply in the following circumstances:

- (a) All components used in the Hebel® System were specified and sold by CSR; and
- (b) The Hebel® System was constructed to comply with CSR Panel System's technical Manual, Design & Installation Guide, the Building Code of Australia and all relevant Australian Standards current at the time of installation; and
- (c) The Hebel® system is coated according the specification set out in the CSR Panels Systems High Performance Coating brochure.

2) The Guarantee will not apply if damage occurs arising from external causes outside CSR's control including but not limited to, building structure movement, welding or other heating, pollution, mechanical damage, hydrostatic pressure, electrical or electrolytic damage, incorrect cleaning, neglect, fire, explosion, radiation, collision or other accident, adverse weather conditions (such as, for example, hail storms, sand storms) and the like, unless the damage is caused by the negligence or omission of CSR or its employees or agents; or

3) Pursuant to section 68A of the Trade Practices Act 1974 (Cth) ("the Act"), the following clause applies in respect of any Hebel® System, or part of a Hebel® System, which is not of any kind ordinarily acquired for personal, domestic or household use or consumption, provided that this clause will not apply if the

customer establishes that reliance on it by CSR would not be fair or reasonable.

4) CSR's liability in respect of breaches of express or implied conditions and warranties, other than the warranty as to title, is limited to any one of the following as determined by CSR at its absolute discretion:

- (a) the replacement of the Hebel® System or the supply of goods equivalent to the Hebel® System;
- (b) the repair of the Hebel® System;
- (c) the payment of the cost of replacing the Hebel® System or of acquiring goods equivalent to the Hebel® System; or
- (d) the payment of the cost of having the Hebel® System repaired.

5) CSR will have no liability arising out of or in connection with special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred as a result of such breach unless and then only to the extent that such a liability is imposed on CSR by the Act.

6) All other warranties, representations or implied terms are excluded to the fullest extent permitted by law. In the unlikely event that you are required to exercise this guarantee, please contact your builder and present this guarantee along with proof of purchase of your home including the hand over date.