

FLEXICELL® XLPE INSULATION

WARRANTY STATEMENT

Flexicell XLPE

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.

Hira Industries LLC (the manufacturer), manufacturer of Flexicell XPLE Insulation (the product) provides the following warranty in relation to Flexicell XPLE. The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be so excluded, restricted or modified.

The manufacturer hereby warrants that the product shall be free from any material defect at time of dispatch from the manufacturing facility and that the material characteristics of the product are warranted to remain free from alteration or deterioration for a period of 10 years, commencing from the date of dispatch from the manufacturing facility.

This warranty does not extend to cover damage caused to the product subsequent to the time of dispatch, including but not limited to exposure to temperature outside of the standard operating temperatures specified in the Technical Data Sheet, damage caused by incorrect storage or installation, chemical exposure to adhesives, incompatible metals chlorides, fluorides, bases and acids or other chemical substances, as well as salt water or spray and ultra-violet radiation.

In the event of any warranty claim, then provided that the following conditions have been complied with, the manufacturer will, at its discretion, either replace the said material or provide a credit for the amount equal to that charged by Hira Industries for the defective product. Under no circumstances will the manufacturer's liability extend beyond the replacement of product or providing a credit of equivalent value. No consequential loss of any nature whatsoever will apply. In particular, but without limiting the relevant exclusions, the manufacturer will not in any circumstances be liable for damages, injury, labour, transport or other costs involved in installing, removing or replacing any product acknowledged to be defective.

Warranty Terms:

- a. The product must have been stored in appropriate environmentally controlled conditions at all times and should not be exposed to temperatures in excess of 90 degrees for any period of time. The manufacturer will not be liable for any claims that arise as a result of the product, having been stored or transported incorrectly.
- b. Installation of the product must be carried out by a qualified tradesperson and strictly in accordance with the published installation and usage instructions, as current at the time of installation. The manufacturer will not be liable for any claims that arise as a result of improper or incorrect installation.
- c. Any claim for defective product must be notified in writing to an authorised representative of the manufacturer within 14 days of the claimant purchasing the product, unless it can be demonstrated that the defect existed at the time of dispatch but was not apparent at that time.
- d. The manufacturer reserves the right to inspect the product claimed to be defective or alternatively require that the claimant send appropriate samples or photographs of the material in question to the manufacturer for analysis in relation to any subsequent claim.
- e. Warranty will be void if the product is modified or altered in any manner contrary to the published recommended usage or for any other purpose than those expressly identified in the product installation guide.
- f. The maximum period of warranty for the product, notwithstanding the specific conditions as to notification of default to be made within 14 days is 10 years.
- g. Any warranty claim must be substantiated by proof of purchase.

This warranty information is provided in good faith at the time of publication to the best of the manufacturer's knowledge and may not be considered to guarantee product performance qualities outside of those published in conjunction with the applicable Technical Data Sheet. As these products are subject to constant research and development, the manufacturer reserves the right to update published content without notice. Hira Industries LLC makes no other warranties expressed or implied including but not limited to the implied warranties of merchantability and fitness for a particular purpose.