

RUBBER WARRANTY

Advantage Sports & Leisure provides a Manufacturer Warranty for recycled rubber products (the Goods) commencing from the date of Customer invoice. Receipt of full payment for the Goods is a condition precedent to the operation and effect of this Warranty.

The Manufacturer warrants the quality of the Goods subject to the following conditions:

- (a) Such warranty shall be to repair or replace all Goods or part of Goods which shall have been manufactured by the Manufacturer and shall within twelve (12) months after the date of delivery be defective either because of faulty manufacturing workmanship or the use of defective material on the Manufacturer's part.
- (b) No liability on the Manufacturer's part shall arise hereunder unless within three (3) working days after discovery of the defect the Customer submits to the Manufacturer written notice in accordance with clause 25.1 of these Terms and Conditions which includes pictures describing and showing the alleged defect and such notice is received by the Manufacturer within twelve (12) months after the date of delivery. A defect in workmanship or material of any part of the Goods shall not alone condemn the entire Goods installed.
- (c) The Manufacturer shall be entitled by its workmen, servants or agents to enter on the Customers' premises to inspect the alleged defective Goods.
- (d) Any liability on the Manufacturer's part shall be conditional on the Goods having been installed with the Manufacturer's specified binders, sealers and adhesives and as per the Manufacturer's Installation Guide for both the Goods and the binder, sealer and adhesive application by competent experienced trades people and having since the date of delivery/installation been properly used, maintained and serviced in accordance with the Manufacturer's care and maintenance manual* and properly used for the purpose intended and no repairs, alterations thereon having been carried out without the Manufacturer's written consent.
- (e) The supply of CSBRTM and EPDM Goods to a Customer are sold subject to the weather and UV rating tables and Technical Data Sheets.
- (f) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) normal wear and tear (more than 2mm consumed per year) during the warranty period; or,
 - (ii) compressive loads or shear loads in excess of the Goods maximum load capacity; or,
 - (iii) adhesive failure due to unsuitable sub-surfaces or deteriorating sub-surfaces or sub-surfaces that have not been prepared in accordance with the Manufacturer's Installation Guide or good tradesman-like or common surface preparation manners or with the required application skills; or,
 - (iv) product that has been installed by untradesman-like installers or persons unskilled in the installation of the Manufacturers Goods; or,
 - (v) natural disasters including but not limited to fire, floods, lightning, earthquakes, hail or hurricane; or,
 - (vi) acts of negligence, accidents of misuse, including but not limited to, vandalism, civil disobedience, or acts of war; or,
 - (vii) acids or harmful chemicals and the like being brought into contact with the Goods; or,
 - (viii) discolouration, yellowing, whitening or fading due to natural or extreme or man-made conditions and the limitations of the pigments including but not limited to ultraviolet damage and normal abrasion from pedestrian and other traffic; or,
 - (ix) any rubber tile or roll product that contracts or expands in size due to temperature variations that differ from the installation temperature or from the Goods not being given enough time to settle, relax or acclimatise after unpacking, rolling out and shipping in accordance with the installation guide; or,
 - (x) degradation through ozone, mould or UV exposure causing carbon black to be exposed on the surface which rubs off with skin contact; or,
 - (xi) failure to properly maintain the Goods (evidenced by factors including, but not limited to detrital material such as loose sand, bark, dust and the like being found in the Goods; or,
 - (xii) in respect of any commercial flooring from the Manufacturer:
 - (a) any minor flaw or chatter mark;
 - (b) any batch colour variation or distribution of colour.
 - (xiii) in respect of CSBRTM and EPDM Goods any wear and tear, discolouration, yellowing, whitening or fading; or,
 - (xiv) any discoloration of flooring sealings.
- (g) This warranty is in addition to other rights and remedies under Australian Consumer Law.
- (h) If the Customer is a Consumer the 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 Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

RUBBER WARRANTY

(i) In the case of Goods not manufactured by the Manufacturer its warranty to the Customer hereunder shall be the same as any warranty given to the Manufacturer by the manufacturer to it of such Goods provided always that the Manufacturer shall not be liable for any greater expense than the amount which it shall actually recover from the manufacturer under any warranty given by it and the Manufacturer shall be under no liability other than the foregoing in respect of Goods not manufactured by it.

(j) This warranty is in substitution for and excludes all expressed or implied (whether by statute or otherwise) conditions, warranties or obligations of any kind relating to fitness for purpose or quality of workmanship, material or design, save to the extent that any statute prevents such exclusion.

Under this Warranty, Advantage Sports & Leisure's sole liability is limited to the replacement of the applied Goods and any repair work directly related to the replacement of the Goods in areas defined and accepted as forming part of a claim properly lodged and accepted under the terms of this Warranty.

This Warranty is in lieu of all other warranties and/or conditions whether expressed or implied and all other responsibilities on the part of Advantage Sports & Leisure. In no event should Advantage Sports & Leisure be liable or held accountable for any incidental, consequential, or punitive damages resulting from any such cause.

Claims under this Warranty should be submitted to Advantage Sports & Leisure within thirty (30) days of discovery of the defect and within the warranty period. Advantage Sports & Leisure will provide any replacement of Goods covered under this Warranty within a reasonable time period from date of complaint.

*It is the responsibility of the Customer to request a Care and Maintenance Manual from Advantage Sports & Leisure.

CUSTOMER:

JOB LOCATION:

PRODUCT(S):

DATE COMPLETED:, 20.....