

WARRANTY OWNERS:

DESCRIPTION OF SITE:

WARRANTY NUMBER:

DATE OF ISSUE:

CONTRACTOR:

CONTRACT VALUE: (Shall not exceed the invoice value of goods supplied)

### 1. WARRANTY

BENEX Group Pty Limited (BENEX) hereby warrants to the above named Warranty Owner that, subject to the terms, conditions and limitations of this Warranty that it will repair the BENEX product where it has failed to perform during the warranty period in accordance with this Warranty and BENEX's published specifications, provided that the BENEX product was installed in accordance with BENEX's published recommendations.

The maximum extent of BENEX's liability for the cost of any repairs shall not exceed the Contract Value reduced by an equal amount per annum to the expiration of the Warranty Period to reflect the service received from the BENEX Products.

In the event of an emergency which requires immediate repair to the BENEX Product to avoid substantial damage to the BENEX Product, building or the building's contents, BENEX may instruct the Warranty Owner to make temporary repairs.

### 2. EXCLUSIONS

This Warranty does not cover any failure of the BENEX Product as a result of:

- a) Damage caused by lightning, severe storms, floods, winds in excess of 129kph; cyclones, tornadoes, earthquakes, fire, vandalism, animals, penetration of the Benex Product or chemical attack by outside agents;
- b) Any intentional or negligent act on the part of the Warranty Owner or third party, including but not limited to misuse, abuse, improper treatment or failure to undertake proper maintenance;
- c) Excessive distortion, expansion or contraction of the site due to faulty construction or design of building components used in the site or lack of adequate drainage resulting in accumulation of water on the BENEX Product; or
- d) Installation or use of the BENEX Product not in accordance with the published recommendations of BENEX.
- e) Failure of the mortar and additive used on the base course of the Benex Product. The performance of the mortar and additive should be referred back to the OEM manufacturer of the additive for the appropriate warranty.

### 3. NOTICE OF FAILURE TO PERFORM

If the Warranty set out in clause 1 is breached during the Warranty Period, the Warranty Owner shall, by notice in writing to the Managing Director of BENEX Group Pty Limited, 1 Torrens Street, Braddon ACT, 2612, notify BENEX of the failure as soon as possible, and in any event within thirty (30) days of the failure being discovered.

BENEX will within a reasonable time of receipt of notification of the failure, inspect the failure. If the failure is within coverage of this Warranty, BENEX will, at its own expense carry out repairs in accordance with the limits set out in this Warranty.

BENEX's sole and exclusive liability for repairs and consequential damages incurred by the building owner and the Warranty Owner as a result of the failure of the BENEX Product to perform is limited to the value of the contract, as invoiced by Benex Group Pty Limited and reduced by an equal amount per annum to the expiration of the Warranty Period to reflect the service provided by the Benex Product.

4. WARRANTY VOIDED

BENEX, may upon reasonable written notice to the Warranty Owner, void Warranty for any of the following reasons:

- a) Building settlement, deterioration, cracking or movement of the foundations or non-BENEX adjoining walls
- b) Repairs, alterations or installation of structure or fixtures on, near or through the BENEX Product having been conducted without approval from BENEX;
- c) Failure of the Warranty Owner to notify BENEX within the prescribed time of discovery of the defects of failures of the BENEX Product;
- d) Failure to install or repair the Benex Products according to BENEX's specifications; or
- e) Failure of the building owner or Warranty Owner to comply with routine and necessary maintenance as prescribed in BENEX's published specifications

5. WARRANTY PERIOD

The Warranty Period shall commence from the Warranty Commencement Date and be valid for a period of 7 years.

6. ACCESS TO SITE

During the Warranty Period and at the time of carrying out any rectification or repair under the terms of this Warranty, BENEX shall be provided with free access to the site where the BENEX Product has been installed. The cost of installation and removal of any access equipment to provide access to the BENEX Product location that was not required at the date of original installation, shall be to the account of the Warranty Owner.

7. NON TRANSFERABLE

The Warranty Owners' rights under this Warranty are not Transferable

This Warranty is given in lieu of any and all other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose. The remedied herein are the sole and exclusive remedies of the Warranty Owner for any and all claims arising under or in connection with or in any way relating to the BENEX Products. No representative has authority to vary or alter these terms. In no event shall BENEX be liable for any damage to the building itself, the contents or function of the building, or any other special, incidental or consequential damages. BENEX shall not be liable for any damages which are based upon negligence, breach of warranty, strict liability or any other theory of liability other than the exclusive liability itself set out in this warranty.

Signed this        day of        .

BENEX Group Pty Limited (ACN 131 549 301)

By: .....

Director