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Effective date: 17/04/2019

To: JDF Waterproofing

Project address: 2 Post Parade  
St Clair SA 2759

Application: Balconies

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Specification No:

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## Terms & Conditions

1. **Gripset Industries Pty Ltd** ABN 64 137 930 093 ("the Supplier") warrants that this product is free from defects for a period of ten (10) years from the completion date of the above named project or application. The Supplier further warrants that all products manufactured by them have been properly manufactured and are fit for the purpose for which they are intended provided the products are used in accordance with the Supplier's specifications, instructions and directions as outlined in the Gripset 38FC Product Data Sheet and application specification supplied.
2. Subject to the conditions of this warranty, if the Supplier's product fails to operate when applied in accordance with the Supplier's instructions within the warranty period and liability on the part of the Supplier is established, repairs will be effected and/or replacement material supplied at the then current price repairs discounted by a fraction which equals the ratio of the part of the warranty period not achieved to the full warranty period.
3. The Supplier is required to attend to the repairs and replacement of the products in accordance with clause 2 above provided that any defect or damage to the Supplier's product does not arise from:
  - 3.1. Improper adjustment, collaboration or operation of the Supplier's product by the Buyer,
  - 3.2. The use of accessories including consumables, other products or hardware which were not manufactured by or approved in writing by the Supplier,
  - 3.3. Any contamination or leakages caused or induced by the Buyer,
  - 3.4. Any modifications of the Supplier's product which was not authorised in writing by the Supplier,
  - 3.5. Any misuse of the Supplier's product by the Buyer or anyone from whom the Buyer has legal responsibility (including a minor),
  - 3.6. Any use or operation of the Supplier's product outside of the physical, electrical or environmental specifications of this product,
  - 3.7. Inadequate or incorrect site preparation including the use of the Supplier's product on surfaces which are not structurally sound, subject to sharp movement, breaking, undue cracking, shrinkage or expansion, undue heaving or subsidence, de-bonding/delaminating or other forms of movement or failure, either pre or post application likely to adversely effect the supplier's product or any of their associated products.
  - 3.8. Inadequate and improper maintenance of the Supplier's product,
  - 3.9. The Buyer not adhering to the directions for use of the Supplier's product and the specifications referred to in the Gripset 38FC Product Data Sheet and application specification supplied.
  - 3.10. Any defect in workmanship by the Buyer, their tradesmen or employees.
4. This warranty does not cover any corrosion due to any cause or to any damage to painted, anodised or any surfaces on which the Supplier's product may be used.

5. This warranty does not cover consumables including accessories supplied with the Supplier's product unless such consumables and accessories are manufactured by the Supplier and the Supplier authorises the use of these consumables and accessories with their product.
6. The Buyer is at all times responsible for the repair of defects caused by consequential, accidental or intentional damage, improper voltage, fire, misuse, abuse, neglect, alteration by or negligence of the Buyer, incorrect or incomplete installation or operation by the Buyer, acts of God, vermin or foreign matter entering the Supplier's product. Please refer to the Gripset 38FC Product Data Sheet and application specification supplied for instructions on how to use the products.
7. Various warranties or conditions may be implied or obligations may be imposed on the Supplier by provisions of the Trade Practices Act (Cth) 1974. If any such provision applies, then to the extent permitted by law and to the extent that this warranty is given in addition to such warranties or conditions, any liability under this warranty is expressly limited to the replacement of this product, the payment of the cost of replacing the product or of acquiring an equivalent product, at the discretion of the Supplier.
8. Otherwise than as set out herein the Supplier shall not be liable for any other claims or damages including but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the Supplier's products and any indirect special or consequential damages or injury to any person, corporation or other entity.
9. This warranty is only valid in the country that the Supplier's product was originally purchased by the Buyer.
10. This is the only warranty given by the Supplier on this product. No other person or not statutory organisation is authorised by the Supplier to vary the provisions and conditions of this warranty.
11. The Supplier's obligations under this warranty shall be void and of no effect if the terms of payment and all other conditions contained or implied on the contract for the purchase of materials are not complied with.
12. The Supplier's obligations under this warranty shall be void and of no effect if the Supplier is not given notice in writing of any alleged failure or fault or deterioration relating to the process or its performance within fourteen (14) days of discovery of such alleged failure, fault or deterioration. Time being of the essence.
13. The benefit of this warranty is not assignable without prior written consent of the Supplier.