

Pink® Batts and Pink® Emberguard Insulation Consumer Lifetime Product Warranty

This is to certify that Pink® Batts and Pink® Emberguard insulation products are manufactured by Fletcher Insulation Pty Limited (Fletcher Insulation) in Australia under ISO 9001 quality manufacturing standards.

Products warranted under the Pink® insulation range include:

Pink® Batts: Wall Pink® Soundbreak™
Pink® Batts: Floor Pink® Emberguard®
Pink® Batts: Ceiling

Fletcher Insulation warrants that Pink® insulation products are supplied free of material defects. Subject to the conditions set out in this Warranty, Fletcher Insulation warrants that when installed in accordance with the requirements of AS 3999 in residential, National Construction Code–Class 1 buildings;

- a. Pink® insulation products comply with AS/NZS 4859.1;
- b. Pink® insulation products are non-combustible when tested in accordance with AS 1530 Part 1;
- c. Pink® insulation products achieve the Early Fire Hazard Performance Indices as nominated in the Technical Data Sheet at the time of purchase, in accordance with AS 1530.3;
- d. Pink® insulation products achieve the thermal resistance shown on the packaging when tested at their full required thickness at a mean temperature 23°C;
- e. Pink® insulation products are dimensionally stable up to a maximum service temperature of 340°C;
- f. Pink® insulation products are guaranteed to last the lifetime of your home.

This Warranty excludes any Warranty around installation, performance in application or meeting any local building or application regulation, standards or codes.

This Warranty will not apply unless all conditions displayed on the product packaging are followed and the goods are applied in accordance with the written advice and installation guidelines supplied by Fletcher Insulation.

This Warranty only applies to consumers who purchase Pink® insulation products for personal, domestic or household use or consumption and not for resupply, and is subject to the terms below. If a trade customer who acquires the Products for the purpose of resupply requires a Warranty statement, refer to the Product Warranty for Trade Customers available at the manufacturer's website www.insulation.com.au or by calling 1300 654 444.

Installation

Pink® insulation products are to be installed in accordance with the manufacturer's installation guidelines, available for download via www.insulation.com.au or by phoning 1300 654 444. Product must remain dry during transportation, storage, installation and usage.

Details of Warranty

1. **This Warranty is given by:**
Fletcher Insulation Pty Ltd
127 Frankston–Dandenong Road, Dandenong South, VIC 3175
Phone: 1300 654 444 Email: info@insulation.com.au
2. This Warranty is provided to consumers who purchase Pink® insulation products for personal, domestic or household use or consumption. It does not apply to persons who purchase Pink® insulation products for the purpose of resupplying the products, or for the purposes of using or transforming the products in trade or commerce.
3. This Warranty will apply for the lifetime of the building in which the Pink® insulation products covered under this Warranty are installed (Warranty Period).
4. To make a claim under this Warranty, a consumer must submit a Warranty claim to Fletcher Insulation in accordance with clause 7 on the next page.

Benefits under this Warranty

5. During the Warranty period, Fletcher Insulation will honour this Warranty by:
- a. In connection with the supply of any Pink® insulation products and any other goods that do not comply with this Warranty, either:
 - i. Replacing or repairing the Pink® insulation products or the goods;
 - ii. Supplying equivalent products or goods;
 - iii. Paying the costs of replacement or repair of the Pink® insulation products or the goods; or
 - iv. Paying the costs of acquiring equivalent products or goods; and
 - b. In connection with the supply of any services that do not comply with this Warranty, either:
 - i. Supplying the services again; or
 - ii. Paying the costs of having the services supplied again.

Limitations

6. Under this Warranty, Fletcher Insulation is not and will not be liable for or in respect of:
- a. Any damage or loss caused by anyone other than Fletcher Insulation or by any other factor beyond the reasonable control of Fletcher Insulation including, but not limited to, fire, lightning, salt air, chemicals, industrial fall-out, fumes, liquids, solids, animals or precipitation;
 - b. Any mechanical or other damage sustained during or as a result of handling, storage or installation of the Pink® insulation products;
 - c. The removal of the Pink® insulation products installed or the installation of replacement or equivalent products, or the cost of removal or installation;
 - d. Any direct, consequential or indirect loss of any kind; or
 - e. Any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, software or data, or loss of use of any software, data, premises or facilities, or loss under, or in relation to, any other contract; in each case, whether of a direct, indirect or consequential nature.

Warranty claim procedure

7. A claim under this Warranty must be submitted to Fletcher Insulation at the aforementioned address within the Warranty Period and must include:
- a. A copy of this Warranty;
 - b. A description of how the goods or services purchased do not comply with this Warranty; and
 - c. Written proof of the date of purchase in the form of an invoice or receipt from the supplier from which the Pink® insulation product was purchased.
8. The consumer making a claim under this Warranty will bear all expenses incurred in making the claim, including all costs incurred in returning a defective product or goods to Fletcher Insulation for repair or inspection, and any costs incurred in collecting goods from Fletcher Insulation.

Additional statutory rights

9. Any benefits under this Warranty are in addition to any rights or remedies that may be available to consumers under the Australian Consumer Law.
10. For such consumers, 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.

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