

# LIMITED PRODUCT WARRANTY

## REGUPOL ACOUSTIC UNDERLAYS



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 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. What constitutes a major failure is set out in the Australian Consumer Law.

REGUPOL Australia Pty. Ltd. ('REGUPOL') warrants REGUPOL acoustic underlays to be free from latent manufacturing defects on material for a period of seven (7) years from the date of purchase. The limited warranty is subject to the terms and conditions, and warranty exclusions as outlined in this document.

If the customer believes the product is defective, the customer must promptly notify REGUPOL. REGUPOL reserves the right to inspect any claim. This can involve sending an authorised representative to the property where the material has been installed, recording photographic evidence and removing samples for technical analysis.

If a claim is made for material defect prior to installation and investigation shows that the material is defective, the material will be replaced at no charge to the customer.

If a claim is made in writing within seven (7) years after installation, if investigation shows that the material has been installed according to our specifications and has failed under the terms of this warranty, the sole remedy against the REGUPOL will be, at REGUPOL's option, the replacement or repair of the defective goods or the issuance of a credit note not exceeding the amount paid by the customer for the defective goods.

In providing this warranty, REGUPOL reserves the right to offer an alternative or equal product or colour, should a direct replacement no longer be available.

### **Excluded from Warranty**

This warranty does not cover dissatisfaction or problems or other damage to the materials due to or as a result of:

1. Use of adhesives, primers and moisture barriers not approved with the REGUPOL acoustic underlays;
2. The installation of material installed with obvious material defects;
3. Improper installation methods not in accordance with the printed REGUPOL Installation Guidelines and AS1884-2012 Resilient Sheet and Tile – Laying and Maintenance Practice in its complete entirety;
4. Improper application of REGUPOL Adhesives, Primers and Moisture Barriers not in accordance with our written instructions;
5. Shading (colour variation) of individual pieces due to recycled rubber variations;
6. Exposure to corrosive conditions, moisture or dampness, acids, alkalis, urine, excessive heat, hydrostatic pressure, pebbles, sand, glass, or other abrasives.
7. Floors damaged by structural or general defects in the building, excessive structural building movement;
8. Material that is installed in non-recommended applications;
9. Adhesive breakdown caused by subfloor moisture or water damage;

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10. Exposure to animal fats, vegetable oils, grease or petroleum based materials, chlorine, solvents, acids, or other harmful chemicals; or
11. Acts of negligence, misuse, or wilful or accidental external influences including, but not limited to, vandalism.

### **Warranty Conditions**

1. Claims for visual defects in the material must be reported before installation. Material that is installed with obvious defects is excluded from this warranty.
2. The customer is to notify REGUPOL in writing of any claim. A copy of the purchase invoice will be required to be submitted with the claim.
3. The customer is required to allow REGUPOL access to inspect the allegedly defective material.
4. If required, the customer must allow REGUPOL the right to remove from the site a sample of the product to conduct testing.
5. The customer agrees not to advance any claim for any other measure of damage or loss.
6. REGUPOL shall not be liable for decommissioning, commissioning of plant equipment, disassembly, assembly of fittings and fixtures, removal and or replace furniture or equipment, or other similar costs.
7. The customer, must obtain written authorisation from REGUPOL, prior to making any repairs or alterations on or through the surface which may affect the integrity of the materials.
8. This warranty does not cover removal of the original product and installation of the replacement.