

## WindMaster™ BAL Ventilator Products

### Class 1 to 10a Building Applications (non-cyclonic regions)

#### 1. PRODUCTS SUBJECT TO THIS WARRANTY

WindMaster™ BAL Ventilator Products for Class 1 and 10a Building Applications.

#### 2. WARRANTY COVERAGE:

CSR Building Products Ltd, trading as CSR Bradford, warrants that the Products meet the applicable requirements of AS/NZS 4740 (where stated) and will remain free from manufacturing defects for the following periods, from the date of purchase:

a period of 15 years for the body of the Product

This Product is suitable for roof ventilation of Class 1 and 10a buildings in non-cyclonic and BAL12.5 to 40 regions.

#### 3. CONDITIONS OF WARRANTY:

Subject to the following terms and conditions set out below:

- A. Some parts of this assembly must be sealed against water ingress to protect the product and building from damage - where specified by Bradford Ventilation literature, other parts of the assembly must remain unsealed to provide drainage. Refer to Bradford Ventilation literature.
- B. This is a BAL-rated product and must be sealed in accordance with the Bradford Ventilation literature using a fire rated sealant that matches the BAL rating of the product - all gaps greater than 2mm must be sealed and materials used to seal the penetration must be non-combustible.
- C. Specification, handling, installation and maintenance of this Product must be in accordance with the latest published Bradford Ventilation literature.
- D. To function effectively, this Product requires replacement outside air to be provided in accordance with Bradford Ventilation literature.
- E. Modification or tampering with this Product will void this Warranty.
- F. Product compliance in accordance with the requirements of the National Construction Code (NCC) is only achieved when this Product is assembled in accordance with Bradford Installation literature.
- G. Product must be regularly maintained in accordance with Bradford literature.
- H. Product installed with BAL rated mesh must be maintained in accordance with Bradford Ventilation literature.

#### 4. EXCLUSIONS:

4.1. This Product Warranty does not cover any Product defect or damage to the extent it is caused or contributed to by the following:

(a) The transport, storage, handling, installation and/or maintenance of the Product in an improper manner or in a manner other than as described in Bradford Ventilation literature;

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- (b) The incorrect specification, use in a design, or incorrect selection for an application or if the product is used outside its intended purpose as described in Bradford Ventilation literature;
- (c) Force majeure, such as floods, earthquakes, severe weather (including hail or storm-related debris), cyclones, fire (including bush fires), or including, but not limited to uncontrollable events not caused nor controlled by humans;
- (d) Growth of mould or mildew, or any fungi, bacteria organism due to in-situ conditions;
- (f) Use in exhausting an environment containing hazardous, abrasive, explosive, alkaline, or corrosive materials/vapour such as a livestock building, indoor aquatic centre, fertiliser storage facility, mineral processing, water storage or other similar environments with airborne contaminates or very high levels of moisture;
- (g) Manufacturing defects that appear outside the Product Warranty period after the date of purchase;
- (h) Use in cyclonic regions;
- (k) Surface degradation and/or discolouration or fading;
- (l) Exposed to conditions which would normally be adverse or damaging to conventional mechanical ventilators, including but not limited to: Prolonged exposure to a highly salty environment (such as installation within 500 metres of a saltwater body).

**4.2.** This Product Warranty does not cover any Product defect or damage to products to the extent it is caused or contributed to by the following:

- (a) Installation within 500 metres of a saltwater body .

**4.3.** No CSR Bradford representative, distributor or reseller is authorized to make any written or verbal change, advice or modification to this warranty.

**5. REMEDIES**

In the event of any failure of a CSR Bradford Product to perform in accordance with this warranty, CSR Bradford will, at its option, replace, refund or repair, or pay for the repair or replacement of the relevant products.

**6. STATUTORY RIGHTS**

The warranties above are provided in addition to other rights and remedies available in respect of the acquisition of products by a "consumer" (as defined in the Competition and Consumer Act 2010 (Cth)). The following statement is provided a buyer who is a "consumer" under the Australian Consumer Law:

*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.*

**WindMaster™ BAL Ventilator Products****Class 1 to 10a Building Applications (non-cyclonic regions)****7. LIMITATION OF LIABILITY**

Other than as expressly set out in the above, CSR Bradford excludes all other warranties and guarantees with regard to the Products, including all implied warranties and guarantees. In addition, to the extent that it is able to do so, CSR Bradford excludes all liability for loss and damage (including consequential loss) where the relevant product or service provided is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.

**8. NOTIFICATION OF CLAIM**

Any claims under this warranty must be made by:

- i.** providing written notice to email [sales@bradford.com.au](mailto:sales@bradford.com.au).
- ii.** submitting within 45 days of discovery of the defect in the Product and prior to any removal or return of the Product, and before beginning any replacement, rectification or repair.
- iii.** providing supporting documentation including proof of purchase, installation date, location of installation and a description of the claim, and such information as is necessary for CSR Bradford to investigate the claim. Photographs of the Product, showing the defect must accompany the claim. Product samples may also be requested.

All expense of claiming the warranty will be borne by the customer or consumer making the claim.