Aquarius Rubber (Aust) Pty Ltd T/as
AQUARIUS DISTRIBUTION
ABN **79 502 567 531**
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Pipe and Flue Flashing Warranty

This warranty on Aquarius Rubber Pipe Flashings is given by Aquarius Rubber (Australia) Pty Ltd, 46 Rushdale St, Knoxfield VIC 3180 Australia, for the periods and under the terms and conditions listed below:

1. Aquarius Rubber warrants that all Aquarius Rubber Pipe Flashings *('Product')* furnished, will perform in accordance with our published specifications and will be free from defects in material and workmanship for a maximum period of 20 years, commencing from date of delivery to end user.

Under this warranty Aquarius Rubber will, at its option, repair or replace any defective *Product*. Any claim should be made in writing within 60 days following the discovery of any defect. Aquarius Rubber shall not be liable for any costs incurred in the removal of defective items or installation of replacement items nor cost of freight and other associated charges.

2. This warranty shall not apply where:

a) The *Product* has not been installed in strict accordance with any published recommendations.

b) The *Product* has been installed in an area which has been exposed at any time during the warranty period to
Corrosive conditions, including but not limited to, corrosive chemicals, ash, fumes or condensates of harmful substances generated within or about the building(s) or fixture(s) to which the *Product* has been applied.

c) Defects in the *Product* are a result of mechanical or chemical damage, which occurred during shipment or storage prior to use

d) Defects are a result of acts of God or other external forces, including but not limited to, failure to provide free drainage of water from around the areas in which the *Product* has been installed.

3. To the extent permitted by law, this warranty is given in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Where so permitted, the remedies stated herein are exclusive remedies and Aquarius Rubber shall not be responsible for any indirect, consequential or incidental damages or further loss of any kind whatsoever except as expressly provided for in this Warranty.