





Siniat Warranty

The Warrantor supplies Siniat Product/s that comply with the relevant Australian Standards and are warranted to be free from defects in materials or manufacture for the Warranty Period, subject to the conditions stated below.

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.

Item	Details (if applicable)
Warrantor	Etex Australia Pty Limited ABN 61 003 621 010
Warrantor business address	Siniat, 31 Military Road, Matraville, NSW 2036, Australia
Warrantor email address	technical@siniat.com.au
Warrantor phone number	1300 724 505
Warrantor website	siniat.com.au
Product/s	Siniat branded products
Warranty Period	10 years from the date of first purchase of the Product/s from the Warrantor or the Warrantor's Australian distributor.
Warrantee	The recipient of the Product/s as evidenced by a valid tax invoice or other proof of purchase satisfactory to the Warrantor.

Conditions of Warranty

- This warranty is given by the Warrantor in favour of the Warrantee and is not transferable and there must be no other third-party beneficiaries in connection with this warranty.
- The benefits given by this warranty are in addition to other rights and remedies of the Warrantee under a law in relation to the goods to which this warranty relates, including any statutory rights under the Competition and Consumer Act 2010 (Cth) and which cannot be excluded (Non-Excludable Rights).
- 3. This warranty applies to Product/s which have been stored, handled, installed and maintained:
 - a. strictly in accordance with Siniat technical literature current at the time of installation or approved by the warrantor's technical services team in writing; and
 - in buildings that have been designed and constructed in strict compliance with all relevant provisions of the National Construction Code of Australia, regulations and Australian standards in the relevant jurisdiction at the time of installation.

Where the conditions in paragraphs (a) and (b) have not been observed, then this warranty applies only

- if and to the extent that the Warrantee proves to the satisfaction of the Warrantor that such noncompliance has not caused the relevant problem.
- 4. The performance of all Siniat assemblies relies on using the nominated products in Siniat technical literature. Use of other product/s may reduce an aspect of performance or appearance including but not limited to the fire rating, acoustic rating, thermal rating, structural capacity and weather-tightness ability. This warranty applies only if and to the extent that the Warrantee proves that such use has not caused the relevant problem.
- 5. To the extent permitted by law, the Warrantor will not be liable under this warranty for claims due to any other cause other than a product defect such as workmanship, installation, design, structural movement and/or other building movement, defects in the underlying construction, the use of incompatible products, and/or any service condition outside those specified as acceptable in Siniat technical literature (available at the Warrantor's website) at the time of purchase.
- 6. Any third-party products including but not limited to solvents, paint and coating systems, applied to or used in conjunction with the Product/s must be applied or installed and maintained in accordance with the relevant standards and by qualified tradespeople using good trade practices.





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- 7. The extent permitted by law, the Warrantor will not be liable under this warranty for any claims, defects or damages arising from or in any way attributable to:
 - the use of Product/s other than in accordance with the Siniat technical literature;
 - d. modification, repair or alteration of Product/s outside the Warrantor's premises in any way other than in accordance with Siniat technical literature or approved in writing by the Warrantor, unless and to the extent that the party seeking the benefit of this warranty proves that such non-compliance has not caused the relevant problem;
 - e. unusual or severe levels of pollution or airborne contaminants;
 - f. abnormal weather or environmental conditions;
 - g. high levels of humidity, contact with moisture or liquids;
 - h. high temperatures and high levels of ultra-violet exposure;
 - efflorescence or any effect or damage caused by efflorescence;
 - j. general or normal weathering, discoloration and surface imperfections like, but not limited to, blooms, minor cracks, inclusions, deformations, both due to the ageing of the Products and/or environmental exposure;
 - k. growth of mould, mildew, fungi, bacteria or any other organism;
 - any effect or damage to other materials or products used in the vicinity of the Product/s because of water run-off;
 - m. direct contact with, or run off from, materials or substances which advance corrosion;
 - any application of solvents, paints or other cleaning products or processes to the Products or any alteration or repair not approved by the Warrantor in writing;
 - o. performance of paint/coatings applied to the Product/s;
 - p. normal wear and tear;
 - q. minor or non-material defect of whatever nature;
 - misuse or willful damage, negligence, accidental damage or impact however caused, or any cause other than normal and reasonable use; and/or
 - s. damage as a result of any force majeure event, including any natural disasters, earthquakes or floods.
- 8. The Product/s must be viewed for any visual defect from the floor or ground in a perpendicular way and at a reasonable minimum distance of three metres under non-critical light. Any minor variations of the surface appearance which do not impair the characteristics or functions of the Product/s are permitted.
- 9. A claim against this warranty must be made during the Warranty Period and, if the defect was reasonably discoverable, before use or installation of the defective Product/s. The claim must be submitted by the Warrantee during the Warranty Period in writing within 30 days of discovering the defect and must be accompanied by a valid tax invoice or other proof of purchase satisfactory to

- the Warrantor and must be sent to the Warrantor clearly stating that it is a claim under the 'Siniat Warranty' at the contact details listed in the table above (Claim Notice).
- 10. Following receipt of a Claim Notice, the Warrantor will be entitled to inspect any alleged defect if the Warrantor considers it necessary and be permitted to remove a representative number of samples for testing. Under the terms of this warranty, the inspection will be performed during normal business hours by the Warrantor's authorised representative or nominated individual(s
- 11. To the extent permitted by law, the Warrantor limits its liability under this warranty to, at its option:
 - t. pay for the repair of the Product/s; or,
 - u. replace the Product/s; or
 - v. supply an equivalent Product/s including improved or superior Product/s; or
 - w. refund the original purchase price paid for the effected Product/s.
- 12. If the option in clause 10(b) or 10(c) is selected by the Warrantor, the Warrantee acknowledges and accepts that there may be minor variation and differences between the original and replacement Product/s.
- 13. The costs associated with a claim made against this warranty (i.e. postage) are to be borne by the Warrantee.
- 14. The Warrantor is committed to a process of continuing product improvement and development. If identical replacement Product/s are not available, the Warrantor will provide the Product/s which in its absolute discretion, while acting reasonably, it deems to be the most suitable alternative available from its product line at time of replacement.
- 15. Subject to any Non-Excludable Rights and except as provided expressly herein, under no circumstances will the Warrantor have any responsibility or liability to any party (including the Warrantee or a third party) whatsoever or howsoever arising in respect of or in connection with the manufacture or supply of Product/s, including but not limited to consequential or special losses, loss of profit, loss of revenue, loss of opportunity, wasted overheads, diminution in value, damages or expenses, whether direct or indirect.
- 16. Any samples or published promotional literature (marketing materials) are provided solely for information purposes only and to give an approximate idea of the products they describe. The marketing materials are not intended to have any legal effect, nor do they constitute or form any part of this warranty.
- 17. This Siniat warranty constitutes the entire manufacturer's warranty provided by the Warrantor regarding the Product/s. Except where otherwise provided by any Non-Excludable Rights, all other obligations, warranties, both expressed and implied are excluded to the extent permitted by law.





Siniat Warranty

Siniat components and systems have been tested and/or assessed by independent testing laboratories and/or suitably qualified professionals to comply with the requirements of the National Construction Code (NCC) and relevant Australian Standards.

National Construction Code compliance

Siniat components are incorporated into systems as set out in Siniat technical literature and are designed to meet specific building code performance requirements. All published Siniat systems that have a Fire Resistance Level (FRL) or sound insulation rating, provide a reference to a technical report available to customers and principal certifying authorities upon request for the purpose of evidencing NCC / Australian Standard compliance.

Fire Resistance Levels

Siniat's systems are tested in accordance with Australian Standard AS1530.4 - Methods for fire tests on building materials, components and structures, and/or have fire assessments from Accredited Testing Laboratories attributing a Fire Resistance Level to the nominated system. Fire rated wall and ceiling systems are designed to satisfy the NCC including the requirements of C2D9 Lightweight Construction.

Sound Insulation Performance

Siniat's systems are tested in accordance with Australian Standard AS 1191 - Acoustics Method for Laboratory Measurement of Airborne Sound Insulation of Building Elements, and/or have acoustic opinions from an independent professional engineer. Testing is conducted under laboratory conditions; actual site conditions can reduce the final sound insulation performance of the installed system. For this reason Siniat cannot guarantee actual on site acoustic performance.

Impact Resistance

Although there is no required standard within the NCC dealing solely with impact resistance criteria, Siniat's products which are specifically designed for impact resistance, which include **impact**shield, **tru**rock and **tru**rock hd, have been independently tested for impact resistance, including to the criteria outlined in NCC, Volume One, Specification 6. Refer to individual product data sheets for results.

Water Resistance

watershield, multishield, trurock and trurock hd are water resistant plasterboards manufactured to high internal standards that meet or exceed the requirements for water resistant gypsum board within Australian Standard AS/NZS 2588 - Gypsum Plasterboard.

Installation

All Siniat components, systems and materials must be installed strictly in accordance with Siniat technical literature current at the time of installation.

Wet Area Systems

The installation of these products and systems in accordance with Siniat technical literature complies with the requirements for wet areas detailed in Australian Standard AS 3740 - Waterproofing of Domestic Wet Areas, and the NCC.

Non-fire Rated Systems

To ensure Siniat's warranty is not void, you must install non-fire rated plasterboard products strictly in accordance with the requirements of Australian Standard AS/NZS 2589 - Gypsum linings – Application and finishing.

Fire Rated Systems

To ensure Siniat's warranty is not void, you must install fire rated products strictly in accordance with Siniat technical literature.

Siniat products

Products manufactured in Australias

Siniat manufactures plasterboard (Altona, Matraville and Bundaberg plants), metal products (Beenleigh plant) and compounds (Altona plant) under a strict quality assurance system. Siniat plasterboard complies with Australian Standard AS/NZS 2588 - Gypsum Plasterboard, and is warranted to be free from defects in materials or manufacture.

Imported Siniat products

Siniat products sourced from overseas and distributed in Australia comply with strict international quality assurance systems. All imported Siniat products are covered in Australia by our 10 year warranty.

Additional products and systems not supplied by Siniat

Where components and systems not manufactured or supported by Etex Australia are used in conjunction with Siniat products and/or systems, Etex Australia can not guarantee the performance and/or integrity of the product and/or system. Guarantees of the performance of such components and/or systems should be sought from the relevant component/system manufacturer or supplier. Please refer to Conditions of Warranty - Clause 4.

Maintenance

Siniat components, systems and materials must be maintained and used solely for their intended purpose as provided for in Siniat technical literature.

For further information, please contact Siniat Technical Services on 1300 724 505.

How to Access Siniat Warranty Support

In the first instance please contact your local Siniat distributor or installer for warranty support. Our national network of distributors are supported by the Siniat Field Technical Team for professional onsite advice.

Siniat strives to provide its customers and users with the best products, advice and guidance that it can. On-line advice is necessarily of a general nature. Customers and users remain responsible for their own choices on design and quality, and for compliance with industry and building standards beyond those which Siniat itself warrants.



Please click <u>here</u> or scan the QR code and complete the online Warranty Submission form.

https://www.siniat.com.au/en-au/warranty

