



WARRANTY AGAINST DEFECTS

Stone Care and Repairs Pty Ltd and its successors and assigns ("SCR") provides the following limited warranty against defects to:

("the Client") *[Insert Name In Box Above]*

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to SCR in accordance with 15.1 – 15.2 of the Terms of Trade ("Defect").
- 1.2 The conditions applicable to the warranty given by clause 4.1 and 4.2(a) are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) wilful damage, accident, or negligence by the Client or any third party;
 - (ii) failure on the part of the Client to properly maintain any Goods;
 - (iii) failure on the part of the Client to follow any instructions or guidelines provided by SCR;
 - (iv) any use of any Goods otherwise than for any application specified on a quote or order form;
 - (v) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user;
 - (vi) fair wear and tear, any accident or act of God;
 - (vii) any part of the Goods or background being installed by a third party;
 - (viii) clause 7.6 of the Terms and Conditions or any part thereof;
 - (ix) SCR not laying the substrate onto which the membrane is applied as requested by the Client;
 - (x) any form of traffic has occurred on the membrane in between or after coats for non-trafficable membrane;
 - (xi) any form of traffic has occurred on the tiles before adhesive has cured.
 - (b) the warranty shall cease and SCR shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, tampered with or overhauled by the Client or anyone else other than a SCR representative or without SCR's written consent; and
 - (c) in respect of all claims, SCR shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim; and
 - (d) the warranty shall cease and SCR shall thereafter in no circumstances be liable under the terms of the warranty if any accounts remain unpaid after seven (7) days from the due date; and
 - (e) the warranty shall not include any loose tiles, grouting, plumbing, shower screen or balustrade problems, or structural damage and/or damage that may occur after treatment of Service; and
 - (f) SCR's warranty only covers the areas it works on, tiling and waterproofing, and shall not include surrounding balcony walls, facades, roof tiles, guttering/plumbing, glass windows & door/window frames, flashings and any other areas that may comprise our works; and
 - (g) from time to time, whilst on site SCR will apply temporary seals to wall cracks, free-of-charge to help prevent them from allowing water to enter the wall cavity and bypass our works. Whilst every care will be taken, no warranty can be applied to these temporary seals outside our work area; and
 - (h) if a repair option is completed and is determined by SCR that the repair has not reduced or stopped the leak due to excessive structural movement or as a result of normal settling, seepage, shrinkage or expansion in the building, foundations, walls or acts of God, or structural improvements, then SCR will not be responsible or liable for any further repair work and the warranty will become void; and
 - (i) any warranty work deemed to not be covered under the warranty shall incur SCR's normal charges.
- 1.3 The conditions applicable to the natural stone products warranty if listed in clause 4.1 outlined in clause 1.2 and below:
- (a) the warranty shall exclude:
 - (i) periodic cleaning and sealing to retain the stone's beauty and integrity;
 - (ii) paying for the costs related to resurfacing or sealing to maintain, preserve or revitalise the surface;
 - (iii) abuse by weight, force, chemicals or neglect;
 - (iv) yellowing and discolouring of the natural stone that may vary depending on the exposure to sunlight, wearing patterns, stone characteristics or stone containing the porite mineral;
 - (v) damage to the stone caused by the stone movement or cracking, damage by acid base liquids such as cosmetics, soft drinks, salad dressing, wine, soya, juices and the use of products that contain lemon, vinegar or other acids in natural stone;
 - (vi) damage by scouring pads, powders or creams;
 - (vii) any damage to tiles once they have been fixed;
 - (viii) any Goods stored with SCR for four (4) weeks or more after the date of the invoice;
 - (ix) any inaccuracy or errors in quantity estimates given by SCR;
 - (x) any difference between samples provided by SCR.

- 1.4 For Goods not manufactured by SCR, the warranty shall be the current warranty provided by the manufacturer of the Goods. SCR shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 1.5 The Warranty shall only extend to the client with whom the original Service contract was signed. Warranties are non-transferable.

2 WHAT THE SCR WILL DO TO HONOUR THE WARRANTY

- 2.1 SCR will repair any defect but will be limited to supply only of the replacement or repaired faulty components or Goods.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Client. Additional works shall include, but not be limited to any disassembling and reassembling of plaster required in order to assess or rectify the defect or any painting or rendering of water damaged areas.

3 WHAT THE CLIENT MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Client will need to:
- (a) present the defective Goods/Services to SCR for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by SCR.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.
- 3.4 The Client acknowledges and accepts that all warranty claims will be dealt with by SCR during the normal hours, Monday-Friday. In the event that SCR is required to provide the Services urgently, that may require SCR's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then SCR reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between SCR and the Client.

4 DURATION OF WARRANTY

- 4.1 The expressed warranty will be supplied from the date listed on the final invoice in accordance with clause 6 of SCR's Terms and Conditions of Trade.
- 4.2 Outlined on the Final Invoice will be items that are warranted and their duration:
- (a) tile warranties will cease after 7 years in respect of the Tiles installed; and
 - (b) for all Grout, Epoxy Grout and Sealant products the Manufacturer's warranty provided will cease after one (1) year in respect of the Goods supplied; and
 - (c) for under-tile Waterproof Membrane Solutions, the Manufacturer's warranty provided will cease after ten (10) year in respect of the Goods supplied; and
- 4.3 The Client should refer to the relevant invoice for any other product-specific warranties that may have been provided.
- 4.4 If a Defect does not materialise in the Goods/Services prior to the date provided in clauses 4.1 - 4.2(a), SCR will have no liability to the Client under this Warranty Against Defects and the Client releases SCR from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 SCR is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Client.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Client under this warranty are in addition to other rights and remedies of the Client at law in relation to the Goods/Services.
- 6.2 SCR's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law.
- 6.3 In the event that the Goods/Services are deemed defective (or part of them), the Client is entitled to (within a reasonable time):
- (a) have the Goods repaired or replaced (or part of them), if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure, or
 - (b) a refund if SCR is in breach of clause 6.3(a) (ie within a reasonable timeframe); or
 - (c) resupply or fix a problem with Services (or part of them); and
 - (d) in the event of a **major failure** with the Goods/Services, the Client shall be entitled to:
 - (i) **Goods** -a full refund or alternatively a replacement of the Goods (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
 - (ii) **Services**-cancel the Client's Service Contract with SCR and a refund for the unused portion or compensation for its reduced value.

WARRANTY CLAIM FORM

Warranty Providers Name:

Stone Care and Repairs Pty Ltd

ABN: 49 138 166 551

Warranty Providers Address:

49 Governor Road, Mordialloc VIC 3195

Client:

.....

Contact No.

.....

Description of Goods/Services provided:

.....

.....

.....

.....

.....

Receipt enclosed:
(tick box)

Yes

No

Receipt No:

.....

Description of defects (Give as much detail as possible. Use a separate page if required):

.....

.....

.....

.....

.....

Date of purchase/Goods provided:

.....

.....

.....

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed:

Name *(please print)*:

Dated:

[Please note, the issue or completion of this form by the Client does not constitute an admission of liability by SCR]