

INSULATE NATURALLY PTY LTD PRODUCT WARRANTY

1. WARRANTY APPLICATION:

Insulate Naturally Pty Ltd (Registered company in NSW, AUSTRALIA - ACN # 654993576), warrants that its wood fibre insulation products are fit for the purpose of insulating external and internal walls, ceiling and attics, internal partitions, floors & sub-floor, above and between roof rafter.

2. WARRANTY COVERAGE: Insulate Naturally Pty Ltd warrants to the person/business (Covered Person) purchasing the Product that:

- A. The Product is free from manufacturing defects from the date of purchase.
- B. When used for its intended purpose, properly installed in accordance with the Manufacture's installation guide and / or Insulate Naturally Pty Ltd installation instructions, the Product can be expected to maintain its Physical & Thermal insulation properties for a period of 25 years from the date of purchase (Product Serviceable Life).

3. CONDITIONS OF WARRANTY: Insulate Naturally Pty Ltd liability to the Covered Person under this Warranty shall be subject to the following terms and conditions:

- A. The claimant must provide proof that they are a Covered Person / Business including a receipt showing the date of purchase of the Product and details of the seller and the installer.
- B. The Product must be transported and stored in dry conditions at all times between purchase and installation and without bearing the weight of other materials. Insulate Naturally Pty Ltd will have no liability under this Warranty in respect of wet or water damaged product.
- C. The Product must be installed in accordance with the Product's manufactures installation guide and or Insulate Naturally Pty Ltd installation instructions. The Products must be maintained according to all applicable building codes adopted by federal, state or local government or government agencies and applicable to the installation or maintenance of the Product. Failure to properly install or maintain the Product in accordance with this Clause will void this Warranty.
- D. The Covered Person may not claim for manufacturing defects under this warranty that appear outside the Product Serviceable Life 25 years after the date of purchase.

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- E. The Covered Person must provide written notice to Insulate Naturally Pty Ltd within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent replacement, rectification or repair. The notice must describe the location and details of the defect or failure and such information as is necessary for Insulate Naturally Pty Ltd to investigate the claim. Photographs of the Product, showing the defect or failure, must accompany the notice. Product samples must be provided.
- F. Before commencing any replacement, repair or rectification work, the Covered Person must allow Insulate Naturally Pty Ltd or an Insulate Naturally Pty Ltd agent to enter the property where the Product is installed and examine, photograph and take samples of, the Product.
- G. Instead of repairing, replacing or rectifying the Product, Insulate Naturally Pty Ltd may elect to make a full refund of the purchase price of the Product.
- H. Insulate Naturally Pty Ltd will pay the reasonable, direct expenses of the Covered Person claiming under this Warranty. The Covered Person may submit details of their expense claim to Insulate Naturally Pty Ltd for consideration.
- I. The Warranty period applies to the Covered Person and any subsequent purchaser of any structure in which the Product has been installed.
4. EXCLUSIONS: Insulate Naturally Pty Ltd will have no liability under this Warranty in respect of damage or defects resulting from, or in any way attributable to:
- (a) the storage, shipping, handling or installation of the Product in an improper manner or in a manner other than as described in the installation instructions;
 - (b) neglect;
 - (c) abuse;
 - (d) misuse;
 - (e) damage from incorrect design or construction of the structure in connection with which the Product is used;
 - (f) acts of God including, but not limited to, cyclones, tornados, floods, earthquakes, severe weather, fire or other natural phenomena, (including, but not limited to, unusual climate conditions);
 - (g) growth of mould, mildew, fungi, bacteria, or any organism; and lack of proper maintenance.

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5. CLAIMS: If the Product is found to be non-compliant with this Warranty, Insulate Naturally Pty Ltd will (at the company's sole option) either:

- (i) refund the purchase price; or
- (ii) repair, replace or rectify the Product(s)

Such claims must be written notice:

- i. and sent to the following address: Warranty Claims 3 Gladstone Street, Dungog, 2240, NSW Australia; or
- ii. emailed to contact@insulatenaturally.com.au
- iii. received within 30 days after discovery of any circumstance giving rise to liability under this Warranty;
- iv. containing the details specified in section 3 E above and attaching documentary evidence of the matters specified in section 3 A above.

6. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:

Under this warranty Insulate Naturally Pty Ltd shall not be liable for any incidental, special, indirect or consequential damages. Any monetary compensation is limited to a refund of the purchase price of the Product except as required by law.

7. MODIFICATIONS AND ALTERATIONS OF PRODUCT:

Insulate Naturally Pty Ltd shall have no liability under this Warranty for any Product subjected to further processing or alteration by any person other than Insulate Naturally Pty Ltd or its related companies.

8. SETTLEMENT OF CLAIM:

Any refund or material replacement by Insulate Naturally Pty Ltd pursuant to section 5 above of this Warranty shall constitute a full settlement and release of Insulate Naturally Pty Ltd by the Covered Person of all claims, potential claims or actions of any Covered Person for damages or other relief under this Warranty.

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9. OTHER RIGHTS:

The benefits given by this Warranty are additional to other rights and remedies that the Covered Person may have under law. Australian customers: 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 Product repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10. LIMITATION OF WARRANTY:

This Warranty constitutes the only warranty extended by Insulate Naturally Pty Ltd for the Product. Insulate Naturally Pty Ltd disclaims all other warranties, express or implied, but does not exclude any statutory warranties or consumer guarantees that may apply and which cannot be excluded at law. For the avoidance of doubt, any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition and Consumer Regulation 2010 (Australia) and which are not expressly included in this Warranty as additional warranties or conditions, are expressly excluded where permitted, including liability for incidental or consequential damages caused by the breach of any express or implied warranty or condition.

11. LIMITATION OF LIABILITY:

You may be entitled to statutory consumer guarantees and Insulate Naturally Pty Ltd does not exclude, restrict or modify those consumer guarantees. In all other respects, in so far as and to the maximum extent that it may lawfully do so, Insulate Naturally Pty Ltd excludes any liability, whether in tort (including negligence), contract, equity or otherwise, connected with, or arising in relation to, the use or installation of the Product.