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AcoustiFlex® SQ

10 Year Product Warranty

(subject to terms and conditions listed below)

AcoustiFlex® SQ flexible noise barrier product is manufactured in Australia to the highest standards and from quality assured materials.

Acoustica warrants **AcoustiFlex® SQ** for 10 years from verified date of purchase to be free from manufacturing defects, be fit for designated purpose and subject to the warranty terms and conditions as detailed below in this warranty document.

Acoustica specifies **AcoustiFlex® SQ** must not be subject to a maximum intermittent temperature equal to or in excess of 60 degrees centigrade.

A full product specification is available from Acoustica website; www.acoustica.com.au
For Acoustica technical and installation guidance advice email to; info@acoustica.com.au

Warranty Limitations

The warranty does not cover any individual or any party other than the original end user purchaser.

This Warranty will not apply unless all conditions displayed on the Acoustica product packaging, Acoustica warranty certificate and terms and conditions below are followed and the products are installed consistent with the intended purpose and in accordance with the installation guidelines supplied by Acoustica. The purchaser is fully obliged to make written application to Acoustica and receive written permission from Acoustica in the event intended uses for this product are outside of its "fit for purpose" scope or in cases of a non-approved product installation. Failure to do so may/will void this warranty.

Any warranty claims made outside of the stated warranty period will not be accepted by Acoustica.

Warranty claims must be in writing and include the original proof of purchase and proof of installation.

Purchasers and/or installers of the Acoustica product should check product thoroughly before installation.

Installers of Acoustica product will at all times observe Safework Australia best practice and take all measures to work safely and adhere to national, local and building vicinity safety protocols.

Warranty Terms & Conditions Under this Warranty, Acoustica is not and will not be liable for or in regard to;

a) Any damage or loss caused by anyone or any party other than Acoustica or its nominated representatives or by any other factor or series of factors or circumstances beyond the reasonable or practically foreseeable control of Acoustica incorporating *Force Majeure* including;

Caused damage to the product whether during storage in facilities owned, controlled, leased, rented or occupied by the customer, during transport or during or following installation from, fire, firefighting, lightning, salt air, chemicals, oils and lubricants, industrial fall-out, fumes, smoke, liquids, excessive heat, water, solids, direct exposure to the vicissitudes, building settlement, building structural warpage, trapezoid doorways or windows or damage caused by inadequate structural or building design and/or construction, structural additions following installation, hazardous materials in proximity, unusually sustained severe weather, direct precipitation, hurricane, earthquake, act of God, animals, plants or insect infestations, vandalism, rioting, arson, looting or criminal damage;

b) Modification or additional processing of the product in any way unless approved in writing by Acoustica prior to installation and prior to any modification of the product by the purchaser or the purchaser's agent.

Please note Acoustica technical support is available at; info@acoustica.com.au

c) Removal and re-installation of the product following original or first installation.

- d)** Any mechanical, electrical, or chemical or other damage sustained during or as a result of mishandling, inappropriate transport, bearing the concentrated weight of other heavier or sharp-edged materials on the product, storage in damp unclean conditions or incorrect installation of products.
- e)** Any commercial area of installation or installation site or workplace that does not meet current ISO standards and workplace safety standards as designated by Safework Australia where damage to product and/or to the environment in which the product is installed may have occurred.,
- f)** Product has not been installed, maintained, or used in proper regard to applicable building codes as designated by local, state and federal government or authorised Government agencies.
- g)** The removal of products from original installation and/or re-installation of product or the installation or replacement of equivalent products, or the cost of removal or post original installation of adjoining or abutting materials that may affect Acoustica product performance or longevity.
- h)** Any claim related to installed Acoustica product alleged by a building certifier or other competent authority to not meet or not reasonably meet printed building specification product compliance where installer of Acoustica product has failed to fully or adequately reference and reasonably comply with such documented building specifications prior to installation and where installer has not informed Acoustica, in writing as to such building specifications prior to installation as they may relate to the Acoustica product or relevant product application or product evaluation by the end user. In such instances Acoustica may, at its discretion, provide documented proof-including independent engineer testing and compliance certification - as to the suitability of the Acoustica product being fit for purpose for the intended application and documented building specification.
- i)** If a registered independent Building Certifier alleges Acoustica product does not meet written building specification or is not the originally specified product brand Acoustica will provide industry recognised engineering documentation to prove the product does meet the building product specification or is equivalent in performance to the original specified product brands. Acoustica may, at its discretion, require a fee for the preparation of relevant engineering documentation if Acoustica has not been provided, prior to installation, of the applicable detailed building specification.
- j)** Any direct, consequential, or indirect loss of any kind; or
- k)** Any loss of profits, sales, turnover, reputation (or damage to it), production, anticipated savings, goodwill, business opportunities, customers, electronic equipment, information or data, premises or facilities, or loss under, or in relation to, any other contract; in each case, whether of a direct, indirect or consequential nature. Any warranty claims related to claims for Acoustica product installation costs must first permit Acoustica engineers reasonable access to physically inspect and evaluate site and installation conditions.
- l)** Purchasers' failure to gain appropriate installation approvals(s) from building owners, body corporate or strata committees.

Warranty Claim Procedures

A warranty claim requires;

- a)** The Original Purchaser must provide written notice to Acoustica within 21 days after discovery of any claimed defect or alleged product failure covered by this Warranty and before beginning any permanent replacement, temporary rectification, product substitution, repair or removal and/or re-installation of Acoustica product. Warranty claims made outside of the ten (10) years from proven date of purchase will not be recognised by Acoustica.
- b)** The notice of warranty claim obligates the claimant to clearly indicate proof of purchase, the name of installer and date and location of original installation, name of third party installer if applicable, proof of property ownership or leasehold (or if new or different owner or new leasehold proof of original product application and product usage), describe the precise location, position and details of the defect or failure and all such information as is necessary for Acoustica to investigate and evaluate the claim. Clear high-resolution photographs of the product in situ, showing the defect or failure and the immediate surrounds of the Acoustica product installed area must accompany the notice. Product samples may be required by Acoustica for testing. *Please note* If the purpose of the business has materially changed since the initial product installation any warranty in regard to product performance or durability may no longer apply.
- c)** Before commencing any replacement, repair or rectification work, and before any written approval to claim under warranty may be provided by Acoustica the original purchaser must and is obliged to allow reasonable and timely access for Acoustica or an Acoustica designated representative(s) to enter the property where the product is installed and examine, photograph and take samples of the product and/or material directly adjacent to or abutting the Acoustica product if required or as deemed necessary by Acoustica. At the sole discretion of Acoustica, such costs as may be incurred for such an examination and evaluation may be deducted in part from any warranty claim.
- d)** Following examination of the installation site, the product, and the details of the warranty claim Acoustica may at its discretion choose to either refund the purchase price in full, undertake repairs of the product or replace the product.

Acoustica will pay the reasonable, direct expenses of the covered party claiming under this Warranty in sole regard to removal of the Acoustica product and installation of replaced Acoustica product or any damage that may be agreed between the parties as reasonably foreseeable. The original purchaser is obliged to submit auditable details of any relevant expense claim to Acoustica for consideration.

Settlement of Warranty Claim:

Any refund or material replacement by Acoustica pursuant to the terms of this warranty shall constitute a full settlement and full release of Acoustica by the covered party of all other claims.

In the event the parties are unable reach agreement on a warranty claim the parties agree to subject the warranty claim to arbitration. An arbitrator as designated by Master Builders Association or Acoustical Consultants Association (AAAC) will be jointly chosen by the parties within 30 days of the determination to refer the matter to Arbitration when at that time a date for arbitration will be agreed between the parties.

This warranty and its terms and conditions shall be subject to the laws of New South Wales.