Buildex[®]

CORROSION WARRANTY

ENVIRONMENTAL CONDITIONS	CLIMASEAL [®] 3	CLIMASEAL [®] 4	CLIMASEAL [®] 5
VERY SEVERE MARINE (ISO 9223 CATEGORY 5) Up to 400m from the ocean, but outside the ocean spray zone.	NOT RECOMMENDED	NOT RECOMMENDED	10 years
SEVERE MARINE (ISO 9223 CATEGORY 4) Between 400m and 1km from the ocean or within 150m from a salt water inlet or creek.	NOT RECOMMENDED	12 years	25 years
MILD & MODERATE MARINE (ISO 9223 CATEGORY 3) Between 1km and 50km from the ocean, or from 150m to 1km from a salt water inlet or creek.	7 years	20 years	30 years
SEVERE INDUSTRIAL (ISO 9223 CATEGORY 4) Within 2km of an industrial plant, sewerage treatment or airport.	NOT RECOMMENDED	15 years	25 years
INDUSTRIAL (ISO 9223 CATEGORY 3) Between 2km and 10km from an industrial plant, sewerage treatment or airport.	15 years	25 years	35 years
LIGHT INDUSTRIAL URBAN (ISO 9223 CATEGORY 2) All other regions not defined above.	20 years	30 years	40 years

Determination of the environmental conditions and category is complex and influenced by a wide range of environmental factors. In some instances corrosion zones can extend out further to what is stated above. The above table is an indication of the warranty period based on the corrosivity of your location and is to be used as a guide only. To determine the appropriate ISO 9223 category for your environment, please contact ITW Buildex.

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EXPRESS WARRANTY

- ITW Buildex Pty Ltd ABN 63 004 235 063 of 600 South Road, Moorabbin, Victoria, 3189, Australia, Phone: (03) 9555 6433 warrants its Climaseal 3, Climaseal 4 and Climaseal 5 fasteners with EPDM sealing washers ("*the fasteners*") against the loss of structural integrity due to the effects of corrosion or metallurgical defects on the following terms ("*the Buildex Corrosion Warranty*").
- 2. The warranty does not cover:
 - (a) the threaded or shank areas of the screw (It only covers the head)
 - (b) the aesthetic performance of the coatings (including paint blistering);
 - (c) chemical or moisture attack from within the building or the build-up of unwashed corrosive salts or moisture under the cladding material
 - (d) extreme pollution by chloride typical of marine splash and spray zones
 - (e) contact with soil, ash, fertilizer, moisture retaining substances, lead, copper or other metals or chemical agents;
 - (f) salt water carried and deposited by cyclonic winds;
 - (g) accidental or intentional physical damage to the coating.
- 3. The warranty is not transferable from the original owner of the structure on which the fasteners are used.
- 4. Determination of the environmental conditions and categories is based on the standards set in ISO 9223. Determination of these conditions is very complex and influenced by a range of environmental factors. Therefore, the determination of the ISO 9223 category applicable to the environment in which ITW fasteners are to be used and the length of the Buildex Corrosion Warranty must be done in consultation with ITW Buildex. The decision of ITW Buildex acting reasonably will be final in respect of the appropriate ISO 9223 category.
- 5. If ITW Buildex determines that a warranty claim has been made out, it will provide the equivalent or same fasteners sufficient to replace the defective fasteners.
- 6. The liability of ITW Buildex to you does not include or extend to direct, indirect, consequential or incidental damage including, without limitation, to any of the following:
 - (a) labour costs associated with the removal or repair of defective fasteners or installation of replacement fasteners.
 - (b) damage to property, injury to persons, loss of any income or any other indirect loss that is caused by or has arisen in any way by the defective fasteners.
- 7. This warranty is conditional upon:

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- a) fasteners being installed in accordance with ITW Buildex Product Recommendations and any applicable standards and building codes.
- b) fasteners on all walls, cladding and other sheltered areas that are not exposed to frequent rain, being washed down by the owner with fresh water at least every 2 months.
- c) the fasteners being recommended by the cladding manufacturer as suitable for use with its cladding material and being maintained as recommended by the cladding manufacturer.
- d) the fasteners, as supplied, not at any time coming into contact or being coated with an incompatible material including any post paint treatments or systems.

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- 8. This warranty does not cover you for any loss or damage, wholly or partly due to an event beyond the reasonable control of ITW Buildex including, without limitation, acts of God.
- 9. In order to make a claim under this warranty, you must:
 - a) Notify ITW Buildex in writing of the claim by email to: <u>technicalhelpdesk@buildex.com.au</u> or by mail to the address given above or the then current address of the head office of ITW Buildex not later than 30 days after the end of the warranty period;
 - b) Provide ITW with the following:
 - i. Proof of purchase of the fasteners in respect of which the claim is made;
 - ii. Installer's name, phone number, date of installation and site address
 - iii. Details of the fastener, colour and quantity used on the original installation
 - iv. Photos from the site showing:
 - the building and roof/cladding containing the fasteners;
 - in close up detail, the corrosion detail of the fasteners as installed in the roof or cladding;
 - v. Details of the roof structure including cladding and batten material;
 - vi. Proof of wash down for situations where cladding is not a roof or is sheltered from washing by rain;
 - vii. Five samples of the corroded fasteners; and
 - viii. Access for an ITW Buildex representative to inspect at a mutually agreed time
 - c) Bear all of your expenses involved in making the claim which costs will not be recompensible by ITW Buildex.
- 10. This express warranty against defects gives you benefits which are in addition to your rights and remedies under a law which applies to the supply of ITW Buildex fasteners. ITW Buildex fasteners 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 11. Subject to condition 10, this Buildex Corrosion Warranty is the only warranty or guarantee which applies to the fasteners and to the maximum extent permitted by law, all terms, conditions, warranties and guarantees which may otherwise be implied by law in any jurisdiction are expressly excluded.

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