

## 20 Year Structural Integrity Warranty & 20 Year Paint Finish Warranty



Delta Panels Pty Ltd, ABN 11 147 861 292, hereafter identified as the “Company” warrants to the “Purchaser” of its Beam Products (**DeltaXtremeBeam™ / DeltaBeam™**), that it is free from defects caused by the Company’s manufacturing process for a period of Twenty (20) years from the date of purchase.

Subject to the conditions of the Warranty, if the **DeltaXtremeBeam™ / DeltaBeam™** have any defects caused by the Company’s manufacturing process within the warranty period, the Company will repair or replace the **DeltaXtremeBeam™ / DeltaBeam™** free of charge.

### Conditions of Warranty

- 1) This Warranty statement duly signed must be presented with any claim.
- 2) A claim will only be recognised after a representative of the Company has inspected the **DeltaXtremeBeam™ / DeltaBeam™**.
- 3) The Purchaser must permit the Company and/or its appointed representatives, property access to inspect the claim and/or carry out any replacement.
- 4) Any Warranty undertakings to remedy agreed defects shall be at the discretion of the Company or their designated repairer. Any costs associated with unauthorised repairs will not be accepted.
- 5) The Company will not be liable for:
  - a) Labour costs associated with the installation or removal of affected **DeltaXtremeBeam™ / DeltaBeam™** or the fixing of replacement products; or
  - b) Injury to persons, or damage to property or consequential losses arising from the use of the **DeltaXtremeBeam™ / DeltaBeam™**.
- 6) This Warranty is conditional upon the **DeltaXtremeBeam™ / DeltaBeam™** being installed in accordance with the engineering specifications and installation instructions available from the Company, the receipt of which is hereby acknowledged.
- 7) Any Repair or Replacement will be at the Company’s discretion and the Company reserves the right to appoint its own repairers.
- 8) The Company will not accept liability for any defects which are the result of:
  - a) Improper use or mismanagement by the purchaser;
  - b) From a use not recommended or not reasonably contemplated by the Company;
  - c) If the **DeltaXtremeBeam™ / DeltaBeam™** have been modified in any way not authorised by the Company;
  - d) If the **DeltaXtremeBeam™ / DeltaBeam™** have been used in any way that does not comply with the relevant Building Regulations and Codes;
  - e) The purchaser does not comply with any of the terms and conditions herein stated in the Warranty;
  - f) Any unauthorised re-installation of the **DeltaXtremeBeam™ / DeltaBeam™**
- 9) This Warranty excludes damage caused by:
  - a. Handling, storage or erection;
  - b. Structural pressure due to settlement or unusual loads;
  - c. Over-painting & touch-up painting;
  - d. Storm and tempest, floods, lightning strike or other acts of God;
  - e. Adhesion and marking due to the protective plastic film;
  - f. Corrosion due to pollutants;
  - g. Chemicals and corrosive atmosphere;
  - h. Attack from chemical agents, fumes, liquids or solids other than direct rain falling onto the **DeltaXtremeBeam™ / DeltaBeam™**.
  - i. Neglect, mistreatment or deliberate damage;
  - j. Contact with soils, ashes, fertilizers or other moisture retaining substances;

- k. Area in metallic direct or indirect contact with lead or copper or similar metals, or subject to the run off from copper or lead flashings and pipes;
  - l. Failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product;
  - m. Deterioration of the beam caused by contact with green or wet timber or treated pine.
- 10) In accordance with the Warranty extended to the Company by the manufacture of the steel component of the **DeltaXtremeBeam™ / DeltaBeam™**, the Company only extends to the purchaser the benefit of the warranty and guarantees it receives from the manufacturer to the extent it is capable of doing so at law and if;
- a. Installation of the steel beam is greater than one kilometre from mariner industrial environments;
  - b. The paint finish as supplied must not be scratched, abraded or damaged in any way, or coated with an incompatible material;
  - c. Sheltered or areas unwashed by rain exposure must be washed down on a regular six monthly basis;
  - d. All fasteners used for fixing the product to be in accordance with the Company's recommendations and comply with Australian Standard AS 3566: Class 4 where applicable.
- 11) Nothing in this Warranty will extend the benefit of any warranty of the manufacturer of the steel or aluminium beyond the period of the Warranty provided by the manufacturer. The period of twenty (20) years referred to in the opening clause of the Warranty refers to a defects in the **DeltaBeam™** and **DeltaXtremeBeam™** as a consequence of the company's manufacturing process. Please note, for example, if the manufacturer of the steel or aluminium only warrants their paint finish for twenty (20) years then the benefit of the warranty of the paint finish of the **DeltaBeam™ / DeltaXtremeBeam™** is directly linked to that of the steel/aluminium manufacturer, in that case twenty (20) years.
- 12) This Warranty is given in lieu of all other considerations or warranties expressed or implied except to the extent that any statute applicable to this contract prevents the exclusion, restrictions or modification of such conditions or warranty.
- 13) The proper law of this Warranty shall be the law applying to the State of Queensland.
- 14) For the purpose of this Warranty the Purchaser refers to that person who has duly completed the details below and no other person.

## Purchaser

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Purchase: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## Agent

Name: \_\_\_\_\_

Date of Installation Works:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature: \_\_\_\_\_



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