WARRANTY - Wall Products

20 Year Structural Integrity Warranty & 10 Year Paint Finish Warranty

Delta Panels Pty Ltd, ABN 11 147 861 292, hereafter identified as the "Company" warrants to the "Purchaser" of its **DeltaCool™** Insulated Panel Products, **DeltaCool™-EPS-FR**, **DeltaCool-™TPC** & **Delta™Cool-MW**, 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 **DeltaCool™** panels have any defects caused by the Company's manufacturing process within the warranty period, the Company will repair or replace the **DeltaCool™** 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 DeltaCool™ panel.

3) The Purchaser must permit the Company and/or its appointed representatives property access to inspect the claim and/or to 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 **DeltaCool™** panel or the fixing of replacement panels; or

   b) Injury to persons, or damage to property or consequential losses arising from the use of the **DeltaCool™** panels.

6) This Warranty is conditional upon the **DeltaCool™** panels being installed in accordance with the engineering specifications and installation instructions provided by 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 **DeltaCool™** panels have been modified in any way not authorised by the Company;

   d) If the **DeltaCool™** panels 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 **DeltaCool™** panels.

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 **DeltaCool™** panels.

   i) Neglect, mistreatment or deliberate damage;

   j) Sustained temperatures above 78.0°C dry heat, refer to Clause 12 for further details;

   k) Contact with soils, ashes, fertilizers or other moisture retaining substances;

   l) 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;

   m) Failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product;

   n) Deterioration of the panels caused by contact with green or wet timber or treated pine.

WARRANTY - Wall Products

Conditions of Warranty

10) In accordance with the Warranty extended to the Company by the manufacture of the steel component of the **DeltaCool™** panels, 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 is greater than one kilometre from marine or 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 beyond the period of the Warranty provided by the manufacturer. The period of ten (10) years referred to in the opening clause of this Warranty refers to any defects in the **DeltaCool™** panels as a consequence of the company's manufacturing process. Please note, for example, if the manufacturer of the steel only warrants their paint finish for ten (10) years then the benefit of the warranty for the paint finish of the **DeltaCool™** panels is directly linked to that of the steel manufacturer, in that case ten (10) years.

12) When the insulation core material of **DeltaCool™** panels is expanded polystyrene (EPS). EPS is a thermoplastic and as such is subject to changes in its structural properties when subjected to high levels of sustained heat. On extremely hot days with no cooling wind, dark colours have been known to reach these extreme temperatures. To ensure that these levels of heat are not encountered, we recommend that the **DeltaCool™** panels not be subjected to dry heat loads in excess of 78.0°C (see clause 9, subclause j herein this warranty). The manufacturer of the steel recommends the following colours, subject to conditions of use, will maintain a temperature under 78.0°C dry heat. These are the only colours that we acknowledge as being covered under this Warranty. If the colour utilised is not listed in the recommended colours list, unless written confirmation is obtained from the Company, it is assumed not to be covered.

- Thredbo White®
- Off White / SurfmIst®
- Smooth Cream / Classic Cream™
- Gull Grey / Shale Grey™
- Merino / Paperbark®
- Mist Green / Pale Eucalypt™

The following colours are available in **DeltaCool™** panels and are still covered by the ten (10) year manufacturing defect warranty, but will be void from any claims under this Warranty that are as a direct result of sustained temperatures above 78.0°C dry heat.

- Night Sky / Ebony™

When the insulation core material used are either **Thermosetting Phenolic Composite (TPC)** or **Mineral Wool (MW)** all of the conditions of our stated Warranty are fully covered.

13) 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.

14) The proper law of this Warranty shall be the law applying to the State of Queensland.

15) For the purpose of this Warranty the Purchaser refers to that person who has duly completed the details below and no other person.

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Purchaser

Name: _____

Address: _____

_____

Date of Purchase: _____ / _____ / _____

Agent

Name: _____

Date of Installation Works: _____ / _____ / _____

Signature: _____

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