

Treadmaster Warranty



Period of warranty: This warranty extends for a period of Five (5) years from the time of sale of the product and is subject to compliance with the Conditions of Sale of each product. This is an extended warranty and does not apply to or affect the warranty provisions of the Installer's warranty or obligations under Australian Consumer Law.

Conditions of Sale: This warranty must be read in conjunction with the Conditions of Sale for each product. For the product to be covered by this warranty the Conditions of Sale and of this warranty must be complied with.

Notifications of Installation: It is an essential condition of this warranty that the Purchaser notifies BluSky Products Pty Ltd in writing via facsimile or email when the product is applied or used within five (5) business days of the completion of the installation. The notification must include where the product has been used and must include the customer's name, location, date product installed, batch number(s) if applicable, estimated square meters, temperature and estimated humidity. In the absence of such notification at the time of installation BluSky Products Pty Ltd may deny liability.

Extent of Cover: Where customers have fully complied with the conditions of sale for the product including proper storage, maintenance and installation of the product in the event of product failure BluSky Products Pty Ltd will at its discretion replace the product only at no cost to the purchaser or engage its insurer to assess the claim. BluSky Products Pty Ltd accepts no liability for Improper installation or cleaning, wear and tear, scuffs and scratches, stains, animal damage, fading or discolouration considered to be normal or misuse.

BluSky Products Pty Ltd accepts no liability for any consequential damages, or replacement or other costs or damage to the maximum extent provided under the applicable Consumer Law. All claims are limited to the invoice value for faulty product used.

Fitness for Purpose: Purchasers must determine whether the product is fit for the purpose and application for which they intend to use the product. Purchasers need to refer to the product descriptions, Technical Data Sheets (TDS) Material Safety Data Sheets (MSDS) and Installation Instructions provided by BluSky Products Pty Ltd. These are also available through the website www.bluskyproducts.com.au. BluSky Products Pty Ltd accepts no liability where a product has been used for an inappropriate purpose or application.

Where consumers have any questions, doubts or uncertainties about any particular application for a product they should discuss their proposed use with a BluSky representative and reach an agreement about its suitability for a particular application.

Faulty, Inadequate or Inferior Substrates, Workmanship or Use: This Warranty will not apply if detachments or other defects in the work carried out occur as a consequence of a faulty building structure, an inferior substrate, inferior workmanship or the application of inappropriate chemicals used in the maintenance of, or that occur while the purchaser or the purchaser's clients have not complied with all applicable directions, or have followed different directions in connections with the installation of the product.

Warning

Use of Cleaners:

- Cleaners must be inside the pH range greater than 4.5 and less than 8.

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- Cleaners that have an alkalinity greater than pH 8 or an acidity lower than pH 4.5 must not be used.
- Organic solvents such as acetone, mineral spirit or turpentine must not be used
- Abrasive cleaners

Purchasers need to be aware that these products may be damaged by the use of inappropriate cleaners. BluSky Products Pty Ltd does not recommend the use of chemicals such as acids and alkalis. These may damage the product. Where any such product has been used accidentally the surface should be washed thoroughly with fresh water and the cleaner should not be allowed to dry.

Storage: Products should be stored flat and/or unrolled as soon as practicable. The warranty will not apply where the products are stored incorrectly. Product must be inspected for colour variances prior to storage.

In addition purchasers must comply with storage conditions specified for any particular product.

Notifications:

Damage on Delivery: Any damage to product caused by delivery must be noted on the delivery documents at the time of the delivery. The purchaser has seven (7) after delivery to file a written claim or in the case of international sales fourteen (14) days if the sale originates from outside Australia. Damaged product must be returned or recoverable by BluSky Products Pty Ltd. Claims will not be accepted for any product that has been cut and/or machined or modified from its original form.

Product Failure: BluSky Products Pty Ltd must be notified in writing within five (5) business days of the purchaser becoming aware of any product failure.

BluSky Products Pty Ltd must be given reasonable opportunity to inspect any such failure prior to any restoration work being undertaken: Where BluSky Products Pty Ltd has not been provided such opportunity to inspect faulty product prior to restoration, BluSky Products Pty Ltd will deny any liability.

Payment for Product: The occurrence whether actual, perceived, or potential of any product damage or failure does not give the purchaser the right to decline payment. BluSky Products Pty Ltd may deny liability where product remains unpaid or payment remains partially or completely outstanding.

No Extension of Warranty: Fulfilment of the warranty by BluSky Products will not lead to any extension to or renewal of the original warranty period.

Third Parties: This warranty extends to third parties and the warranty may be enforced by third parties against BluSky Products Pty Ltd provided all conditions of the warranty have been complied with.

Process to Make a Claim:

- a. Claimant must contact BluSky Products Pty Ltd by email or facsimile and provide proof of purchase. Claimant must advise BluSky Products Pty Ltd where the product was purchased, the date of purchase and the product batch number(s) if applicable.
- b. Claimants must allow BluSky Products Pty Ltd reasonable opportunity to inspect the faulty product in situ before undertaking any removal or restoration work.

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- c. A BluSky Products Pty Ltd representative must attend the complaint, examine all details, take photos and record time spent, location unless agreed otherwise.
- d. Samples of failed product may be collected by the BluSky Products Pty Ltd representative at the site for further inspection and testing.
- e. Where BluSky Products Pty Ltd is satisfied there may be grounds for a claim BluSky Products Pty Ltd will, at its discretion, forward the claim to its Product Liability Insurer or BluSky Products Pty Ltd may agree to settle the claim itself directly.

Warranty limit: To the maximum extent permitted by law BluSky Products Pty Ltd liability is limited to the value of the invoiced amount for the product in the alternative BluSky Products Pty Ltd may replace the product at its own cost.