

TERMS OF WARRANTY

Dam Buster Pty Ltd (DB) warrants the original purchaser of the products that under proper care and maintenance the products supplied by DB will be free from defects in workmanship and materials subject to the terms and conditions which follow.

Note that from April 2023, Dam Buster has moved to a national authorised licensee model whereby all products are now being made by authorised licensees, not by Dam Buster, and hence should a warranty claim need to be made, contact should in all instances be made (as the case may be) with the authorised licensee or else with the relevant retailer who supplied the product.

All licenced DB products carry serialized identification stickers and other means of identification known to DB by which the authenticity and maker of the product can be readily and reliably identified by DB if required.

This Limited Warranty provides that those products listed below are warranted against defects in workmanship or materials for the respective periods noted:

- **Dam Buster rain heads, free flow sumps, side outlet devices, elbow devices and junction devices - 2 year period domestic, 1 year period commercial. Raw materials are warranted by their respective suppliers e.g Bluescope.**

The Warranty period applies from the date of purchase. Claims made pursuant to the terms of this warranty must be made immediately after the discovery of any defect.

DB's or its authorised licensee's liability in all events is limited to the purchase price paid for the product or to the repair or replacement of the product (or the defective part or parts of the product) provided that:

- The defects have arisen solely from faulty workmanship or materials;
- Before using the product, the buyer and the installer have determined its suitability for the purpose to which it will be used;
- The DB product has not had any undue exposure to excessive heat, corrosive atmosphere or corrosive agents, nor otherwise been damaged in any way.

DB or its authorised licensees will not be liable for any indirect or consequential damages or economic loss of any other kind including, without limitation, product losses.

All claims are subject to independent substantiation and expert appraisal.

WARRANTY CONDITIONS AND EXCLUSIONS

The Warranty will be void if:

- The product is incorrectly installed (including any failure to comply with the provisions of AS/NZS3500.3, the National Construction Code and/or the product instructions);

- The product has been modified in any way not permitted in the product instructions;
- The product is installed for the wrong application;
- The product has been installed in a corrosive atmosphere or environmentally severe situation where the materials used (as selected by the purchaser) are reasonably known to be not suitable for that purpose;
- The product has been interfered with or damaged in any way after leaving the point of manufacture or sale, either before or after installation;
- In the case of rainheads, that the product is installed partly or entirely encased inside walls, ceilings etc and is not installed fully external to the building.
- Installation or part installation has been carried out by the purchaser or any person other than a Licensed Plumber or tradesperson licensed to install the product in the relevant state or territory;
- The product is used in any manner deemed inappropriate or unsuitable by DB;
- The customer cannot provide documentary proof of purchase or equivalent documentation.
- The customer cannot provide documentary or photographic proof that the product has been made by DB or by an authorised licensee

Whilst our products are manufactured to the highest standards, our warranty is in addition to other rights and remedies that you have under Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*).

WARRANTY CLAIMS PROCESS

The warranty period starts from the date of purchase, not the date of installation.

- If the product has not yet been installed and on arrival is discovered to be faulty from manufacture, please return it to the original place of purchase and if confirmed faulty by DB, it will be replaced at no cost.

If required, to initiate a Warranty Claim please:

1. Scan and save your proof of purchase/invoice
2. Provide a series of photographs depicting all relevant issues including context of the overall installation and the site
3. Provide the serial number from the sticker inside the product
4. Email all details and supporting material to the authorised licensee supplier or distributor from whom you purchased the product, or else to enquiries@dambuster.com.au