

# Terms and Conditions.

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**MASTER WARRANTY**

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## Terms and Conditions.

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### General

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1. Nexteel™ ('Nexteel'), is the manufacturer of the Nexteel products (the 'Materials') used for roofing, wall cladding and/or gutters ('Application') in the project location ('Project/You/Your').
2. Nexteel is pleased to offer You the following warranty for the Materials that you have purchased.

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### Warranty

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3. You are eligible for the following warranty:

- a) Approved Application:
- b) Warranty Type:
- c) Warranty Period:

Roofing: Life to Perforation:  years; Paint Integrity:  years

Walling: Life to Perforation:  years; Paint Integrity:  years

Rainwater Goods: Life to Perforation:  years; Paint Integrity:  years

- d) Project Name:  Installation Date:

4. Nexteel warrants that the Materials will maintain paint integrity and be free from perforation for the periods specified in the Warranty Type listed above.
5. This warranty will apply from the date of installation of the Materials for the Project and will be in effect for the Warranty Period listed above.
6. The warranty granted to You by Nexteel is subject to the restrictions and qualifications set out below. If You fail to adhere to the exclusions, restrictions or fail to meet the qualifications, the warranty will be void.
7. This warranty only extends to Materials which are coated and supplied by Nexteel. You acknowledge that Nexteel is not a roll former and will not be responsible for any damage caused to the Materials during the roll forming process.

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### Definition

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8. Paint Integrity shall be defined as the absence of peeling, checking, chipping or cracking when viewed at a distance of 3 metres, except for such crazing or slight cracking as may occur on normal roll-forming or brake bending and is standard in the industry for this process, or when cracking or crazing is the result of metal fracture in the case of aluminium or spangle cracking of the metallic coating layer in the case of metallic coated steel.

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### Exclusions, Restrictions and Qualifications

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9. The Materials covered under this warranty are subject to normal wear and tear, which may include fading, blistering, paint flaking, chalking and dirt collection. Paint integrity is defined as the absence of peeling, checking, chipping or cracking. Minor white corrosion or red rust may appear at unwashed tension bends or cut edges, including on the rib or seamed section of standing seam profiles. This is a natural weathering consequence and does not constitute a failure of the coating system

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10. The Materials must be installed in strict accordance with, in order of preference, all applicable industry standards and the Building Code of Australia current at the date of installation, including SA HB 39:2015, as updated or replaced.

11. The installed pitch of any roof in which the Materials are used must be equal to or greater than 5 degrees for corrugated, or the minimum recommended for the profile used.

12. Failure of the Materials, in whole or in part, due to one or more of the following causes is NOT covered by this warranty:

- a) defects attributed to faulty design, roll forming, method of processing or installation of the Materials for the Project;
- b) use of the Product for any application other than the Approved Application; collapse or movement of the structure used for the Application or any removal or weakening of the supports or foundations of the Project; failure to comply with the Minimum Maintenance Schedule requirements;
- c) physical damage during or after installation, including scratching, contact with other metal items, penetration or incorrect installation of external objects such as air-conditioning units, PV/solar energy systems;
- d) failure to remove swarf or debris; g) failure to transport, handle, store, install or maintain the Materials in accordance with recommendations given by Nexteel;
- e) accidental or intentional damage by a person or animal;
- f) use of incorrect fasteners or failure to replace corroded fasteners;
- g) attack from chemical or other agents, fumes, solids or liquids other than direct rain or run-off falling onto the Materials under warranty;
- h) contact with, or runoff from, copper or other metals, or with acidic, alkaline, or similar corrosive substances, chemical agents, green or wet timber or treated timber; contact with soil, ash, fertiliser, moisture retaining substances, or sunscreen;
- i) corrosion arising from lapped areas of end-lapped sheets;
- j) corrosion from the underside of the Materials, as a result of high humidity, condensation or pollution from within the structure;
- k) water entrapment or ponding for any reason;
- l) any acts or omissions on your part or on the part of paint suppliers, metal producers, roll-formers, fabricators, builders, subcontractors, architects, specifiers or any other party excluding Nexteel;
- m) incorporation of the Materials into, or use in connection with, roofing or cladding materials manufactured by someone other than Nexteel;
- n) application of post paint treatments or systems unless expressly recommended by Nexteel;
- o) The Material must be prime material;
- p) All flashings, fasteners or components fixed to or used with the Material must be manufactured from materials approved by Nexteel;
- q) installations subject to severe marine or unusually corrosive environments at any time in the future; or
- r) any abnormal natural phenomena or act of God including, without limitation, earthquakes, fires, floods, tornadoes, storms, hurricanes, lightning, strong winds, heavy hail, volcanic activity or the build-up of snow or other natural substances.

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### Limitations of Liability

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13. Nexteel's liability in respect of any defect appearing in the Materials is limited solely to the replacement of the Materials using the same or equivalent materials or repainting the Materials. Nexteel has the right to choose which remedy will apply to the Project.

14. Nexteel's liability will not extend to the labour costs of the work required to remove, repair or install any new materials and will not extend to loss of income or profit, damage to property, injury to person, or any other indirect loss arising from or caused by any breach of this warranty.

15. This warranty excludes all other warranties, conditions, offers promises or assurances, whether express or implied, except to the extent that such warranties, conditions, offers, promises or assurances cannot by virtue of law be excluded.

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### Rights under Australian Consumer Law

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16. To the maximum extent permitted by law, in addition to and without excluding any legal rights a customer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law, Nexteel™ excludes liability (whether statutory, contract or tort) for any indirect loss, loss of profits, expectation loss, consequential or any other incidental loss or costs, special damage or loss of any kind whatsoever (including, but not limited to, damage caused by leaks).

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### Making a Claim

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17. If the Materials have failed to perform as warranted, then a claim in writing, specifying in what respect the Materials have failed to perform, must be made within the applicable warranty period to Nexteel.
18. All claims must be accompanied by the Project warranty documents and must be made within two months of the date you ought to have reasonably become aware of the potential warranty claim.
19. Nexteel (or its representative) and/or the Materials processor reserve the right to inspect and conduct tests as necessary at any time after a claim is made under this warranty and accordingly have access to the Project.
20. Testing to determine coating performance will be in accordance with the methods described in Australian Standard AS1580 and will be conducted by Nexteel (or its representative). The environmental classifications are described in AS2728:2013.
21. If any of the Materials are replaced or repainted in satisfaction of the warranty obligation, the above warranty will apply to those replacement or repainted materials but only for the unexpired portion of the original warranty period.

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### Minimum Maintenance Requirements

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1. Washing of naturally unwashed areas every 6 months.
2. Removal of debris from gutters every 6 months.
3. Any noticeable build-up of salt deposits and/or other contaminants are removed when identified.
4. Refer to online resource, Nexteel Maintenance Guide <https://warranties.nexteel.com.au/nexteel-maintenance-schedule/>



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NOTE: This document is a sample only and does not constitute a product Warranty. Any reference to a Warranty period is for demonstrative purposes only and does not infer that all applications will attract this period of coverage. Warranty periods are determined by Nexteel™ and may vary according to project design and location. For an indication of Warranty periods that may be offered for a specific project, please contact Nexteel™ at [warranties@nexteel.com.au](mailto:warranties@nexteel.com.au)