



## Warranty on DEKS Sealing Washer

This warranty on the range of sealing washers is given by DEKS Industries Pty Ltd 5/841 Mountain Hwy, Bayswater 3153, Victoria, Australia ("DEKS"), for the periods and under the terms and conditions listed below;

1. DEKS warrants that all Dekseal, Dekbond (aluminium and stainless steel only), Dekfast (aluminium and stainless steel only) and Dekcut washers ('the Products') furnished, will perform in accordance with our published specifications and will be free from defects in material and workmanship for a maximum period of 20 years, commencing from the date of delivery to the end user.

Under this warranty DEKS will, at its option, repair or replace any defective Products. Any claim should be made in writing within 60 days following the discovery of any defect. DEKS shall not be liable for any costs incurred in the removal of defective items or installation of replacement items nor cost of freight and other associated charges.

2. The warranty does not apply if:

- (a) the Product has not been installed in strict accordance with our published recommendations;
- (b) the Product has not been installed in an area which has been exposed at any time during the warranty period to corrosive conditions including but not limited to, corrosive chemicals, ash, fumes or condensates or harmful substance generated within or about the building(s) or fixture(s) to which the Product has been applied;
- (c) any damage to the Product has been caused as a result of the negligence or misuse of the Product by the claimant.
- (d) any modification to the specification of the Product has been made, save and except where any modification is reasonably necessary in adapting the Product to size.
- (e) defects in the Product are a result of mechanical or chemical damage, which occurred during shipment or storage prior to use;
- (f) defects are a result of natural hazards or other external forces, including but not limited to, failure to provide free drainage of water from around the areas in which the Product has been installed.

3. To the extent permitted by law, this warranty is given in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Where so permitted, the remedies stated herein are exclusive remedies and DEKS shall not be responsible for any indirect, consequential or incidental damages or further loss of any kind whatsoever except as expressly provided by in this Warranty.

4. This warranty is in addition to your rights under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be acceptable quality and the failure does not amount to a major failure.

