



AIR-CELL INSULATION 15 YEAR RESIDENTIAL PRODUCT WARRANTY

AIR-CELL Innovations Pty Ltd (hereinafter referred to as "AIR-CELL") hereby confirms that the products RETROSHIELD®, GLARESHIELD®, INSULAIRE® and INSULBREAK™ are manufactured in Australia under ISO9001.2000 quality standards in accordance with the company's product specification schedule and in compliance with the Insulation Materials Standard AS/NZS 4859.1:2002.

These specific building insulation products sold by AIR-CELL are warrant on delivery to be of the quality herein specified. Furthermore these products are project-specific warranted against delamination and oxidation for a period outlined as 15 years from installation.

This warranty is subject to installation being carried out by a qualified tradesman in accordance with AIR-CELL's installation recommendations as outlined within its *Technical & Specification Guide* and or its website current as of the date of installation.

AIR-CELL makes no other warranties expressed or implied including but not limited to the implied warranties of merchantability and fitness for purpose as a residential building insulation material, specific to its recommended application and in accordance with the Building Codes of Australia.

In the event of a claim AIR-CELL's sole obligation shall be, at its option, to repair, correct or replace the effected area so deemed faulty by authorised employees or agents.

AIR-CELL's liability to the buyer and or Project Owner is specific to the nominated building project and is restricted solely to the product found to be defective.

AIR-CELL's liability to the buyer is strictly limited by the warranties provided above. Any other condition, warranty or any other implied term not expressly contained above is hereby excluded.

AIR-CELL will not be liable to the buyer, whether in contract, tort (including negligence), strict liability or by virtue of the breach of any statutory duty or otherwise.

Without limiting in any way the extent of the general exclusions set out above AIR-CELL will not be liable for:

- Any damage to products sold in conjunction with an AIR-CELL product nor to any damage resulting from the installation of those products. Any claim in relation to another manufacturer's product is to be made to that manufacturer directly. AIR-CELL offers no indemnity for any products sold in conjunction with their products nor for any damages resulting from the installation of those products.
- Any damage to AIR-CELL products or any damage incidental to the installation and assembly of the same resulting from any recommendations made by a representative of AIR-CELL including, but not limited to, the products sold in conjunction with AIR-CELL. Determination of the suitability of the products sold in conjunction with AIR-CELL products is solely the responsibility of the buyer. AIR-CELL takes no responsibility for any recommendation and buyers are encouraged to obtain independent advice.
- Any damages to AIR-CELL products, or any damages incidental thereof, caused by the installation and assembly of AIR-CELL products. The buyer should satisfy themselves that every effort has been made to ensure the assembly compatibility and correct installation has been achieved. AIR-CELL takes no responsibility for the assembly or installation of AIR-CELL products.

Without limiting in any way the extent of the exclusions set out above and limited solely to the original project and application. AIR-CELL agrees to repair or replace the RETROSHIELD®, GLARESHIELD®, INSULAIRE® or INSULBREAK™ product where, on proper inspection by AIR-CELL, it has been agreed between the parties that the product is defective beyond what would be considered fair wear and tear.

NOTE: This warranty is not transferable, and, a change in building owner or the purpose for which the building is being used will cancel the validity of the warranty unless first giving notice to AIR-CELL Innovations Pty Ltd which reserves the right to validate any warranty, specific to the intended use of a building.

Signed:

Scott Gibson
Managing Director

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