



**REHAU®**

Unlimited Polymer Solutions



# WARRANTY CERTIFICATE

## RAUTITAN System

Project name: \_\_\_\_\_

Project address: \_\_\_\_\_

Building owner: \_\_\_\_\_

Installation contractor: \_\_\_\_\_

Consulting engineer: \_\_\_\_\_

Screed or slab-laying company:  
(Underfloor Heating) \_\_\_\_\_

Pressure test completed on: \_\_\_\_\_

System commissioned on: \_\_\_\_\_

REHAU shall grant this warranty to the installation contractor in the event that the owner of the building successfully asserts any claim against the installation contractor. This warranty shall be valid only if completed in full and signed by the installation contractor.

The installation contractor hereby confirms that the REHAU installation system of RAUTITAN pipes and compression sleeve fittings has been installed and commissioned in the referenced building project in accordance with the relevant codes and standards and instructions issued by REHAU for the Australia and New Zealand markets.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Stamp and signature of installation contractor

REHAU warrants for a period of 25 years the supply of new RAUTITAN pipes and fittings free of charge to which damage has occurred. In addition to that REHAU assumes warranty liability within the first 10 years from the date of purchase up to an amount of AUD\$200,000 per installation.

Warranty conditions apply - See overleaf.

## 1. SCOPE OF WARRANTY

- 1.1 We guarantee that RAUTITAN pipes and compression sleeve fittings (products) are produced in accordance with ISO 9001 Quality Management procedures and are manufactured according to Australian and New Zealand Standards.
- 1.2 REHAU guarantees the quality of its products and that they are free of manufacturing defects for the period of warranty.
- 1.3 This warranty covers faults in the products due to manufacturing defects within 25 years from the date of purchase. After inspection by REHAU, defective products will be replaced or repaired with equivalent goods free of charge.
- 1.4 In addition, if product is found to be defective due to a manufacturing fault, REHAU assumes warranty and liability within the first 10 years from the date of purchase up to an amount of AUD\$200,000 per installation. REHAU shall grant this warranty to the installation contractor in the event that the owner of the building successfully asserts any claim against the installation contractor for direct losses suffered or incurred by the owner of a building as a result of any defective products.

The payment of damages for loss of use, operational downtimes and system depreciation as well as any other indirect consequential claim for losses shall be excluded.

- 1.5 Pipes installed in more than one building under one contract shall be regarded as one installation.
- 1.6 Any warranty claim made during the warranty period shall not extend the overall period of warranty coverage.

## 2. CONDITIONS

- 2.1 The warranty shall only cover claims for damage due to a fault in the manufacture of the product.
- 2.2 The warranty will only be valid if the warranty certificate is fully completed and signed by the installation contractor.
- 2.3 In the event of a warranty claim being made, the party entitled to warranty cover must present the proof of purchase including purchase date.
- 2.4 This guarantee is not valid if non REHAU components (pipe or fittings) have been installed or if the installation has not been carried out with the REHAU compression sleeve fitting tool.
- 2.5 The system must be installed by a competent and licensed contractor. Any damage caused by normal wear and tear, unsuitable or improper use, external influences (e.g. chemicals, detergents, holes inadvertently drilled in pipework, etc.) as well as incorrect or faulty assembly/installation shall be excluded from the warranty.
- 2.6 The installation contractor must show that the design, installation, commissioning and operation was in accordance with the relevant codes and standards as well as the instructions and technical guidelines issued by REHAU for the Australian and New Zealand markets.
- 2.7 In the event of a claim, REHAU must immediately be given the opportunity to inspect the damage within a maximum period of eight days after the damage occurs and prior to the execution of any remedial measures. Failure to comply with this condition will result in the loss of warranty cover.

- 2.8 Any measures undertaken by REHAU in investigating a claim or in the way of damage mitigation shall not constitute recognition of liability. Negotiations on the payment of damages shall under no circumstances be understood as a waiver of the right to show that the notification of damage required under 2.7 was not given in due time, was unfounded or in any other way influenced.
- 2.9 REHAU shall reserve the right to engage the services of qualified companies of its own choice to perform any necessary remedial measures.

## 3. CLAIM PROCEDURE

Contact the distributor or local REHAU sales office where the product was purchased from.

## 4. EXCLUSIONS

Other than as expressly provided by this warranty, to the fullest extent permitted by law, REHAU excludes all liability for damage or injury to any person, damage to any property, and any indirect consequential or other loss or damage.

Under Australian Consumer Law ("ACL"), New Zealand Consumer Law, the Consumer Guarantees Act 1993 ("CGA"), the Fair Trading Act 1986 ("FTA") and other statutes may impose warranties, conditions and obligations on us which cannot be excluded (or which can only to a limited extent by law).

Where you acquire the goods from us as consumer within definitions under the ACL, 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 entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Where you acquire the goods from us for the purposes of a business, the following limitation of liability applies either:

Under ACL, Subject to Clause 1.5 of this warranty, to the extent permitted by law, REHAU's liability will be limited to: in relation to the supply of goods,

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired.

Or, under New Zealand Consumer Law, CGA and FTA:

- (a) the parties acknowledge and agree that:
  - (i) you are acquiring the goods covered by this guarantee for the purposes of a business in terms of sections 2 and 43(2) of the CGA;
  - (ii) the goods are both supplied and acquired in trade for the purposes of the FTA and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations) and 13 (False and misleading representations); and
- (b) you agree that all warranties, conditions and other terms implied by the CGA or sections 9, 12A and 13 of the FTA or any other statute or common law are excluded from these terms to the fullest extent permitted by law.

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