

## Warranty Terms and Conditions

**Brickworks Building Products Pty Ltd ABN 63 119 059 513 (the “Company”)**

This warranty includes wholly owned entities including:  
Austral Bricks (Qld) Pty Ltd ABN 62 125 934 858  
Austral Bricks (Tasmania) Pty Ltd ABN 14 009 501 053  
Austral Bricks (Vic) Pty Ltd ABN 64 125 934 867  
Austral Bricks (WA) Pty Ltd ABN 34 079 711 603  
J. Hallett & Son Pty Ltd (SA) ABN 40 007 870 779  
The Austral Brick Co Pty Ltd (NSW) ABN 52 000 005 550

The Company warrants that its Bricks are manufactured and tested to Australian Standards, fit for all of the purposes for which goods of this kind are commonly supplied (“intended purpose”) and compliant with the relevant Building Code for a period of 100 years from date of original purchase, and colourfast and durable for the lifetime of the Bricks.

This warranty extends only to:

- defects occurring in materials and/or workmanship where the Bricks are used for their intended purpose; and
- Bricks where the grade selected is appropriate for the intended purpose; and
- Bricks laid in compliance with all relevant Building Codes, Regulations and Australian Standards.

Reasonable evidence of the date of your original purchase must be provided to qualify for these warranties. The original sales receipt is your best proof of purchase.

These warranties do not cover:

- to the extent permissible by law, consequential damage (whether structural or otherwise) or failure due to accidental damage, impact, misuse or negligence of any third party;
- inappropriate choice of product grade;
- slight variations in product colour – variations in colour and shade are inherent in fired clay products;
- bricks that are damaged by cleaning;
- installation or use of Bricks other than in accordance with relevant Building Codes, Regulations and Australian Standards;
- Bricks that are re-used;
- damage arising out of any ‘force majeure’ event including but not limited to earthquake, flood, act of God or war; or
- damage arising out of extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, severe marine environments.

All costs of disposal, re-installation, cartage, freight, kilometre expenses and insurance associated with these warranties are to be paid by the claimant.

The following statement applies if the supply of the Bricks to you is a consumer sale as defined in the Australian Consumer Law. In this statement, ‘Our’ means ‘the Company’, and ‘goods’ means ‘Bricks’:

*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 of acceptable quality and the failure does not amount to a major failure.*

Notwithstanding the preceding clause, the liability of the Company is limited, in relation to its Bricks, to the extent permissible by law and at the option of the Company to:

- replacing the Bricks or the supply of equivalent products; or
- the payment of the cost of acquiring equivalent products.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these warranty terms and conditions are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company’s failure in complying with its obligations.

The benefits given to you in this warranty are in addition to other rights and remedies under a law in relation to the Bricks to which this warranty applies.

This warranty is not applicable outside Australia.

To make a claim under this warranty, to discuss your warranty, for technical support or to obtain locations for your nearest stockist, please call 13 27 42 or visit [www.australbricks.com.au](http://www.australbricks.com.au).