

Fielders ShieldGuard™

Class 4 Breathable Membrane Warranty

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Congratulations on the purchase of your new Fielders ShieldGuard™ product.

Your ShieldGuard™ Class 4 Breathable Membrane is backed by a 12-year warranty. This document contains the terms and conditions applicable to the warranty.

BlueScope Steel Limited trading as "Fielders" (ABN 16 000 011 058) of Level 24, 181 William Street, Melbourne, VIC 3000 (Phone: 1800 182 255) warrants that the Fielders ShieldGuard™ Class 4 Breathable Membrane supplied to You by Fielders ("the Product") at the original site of installation of the Product ("Site Address") will be free of defects ("Warranty") for a period of 12 years from the date of delivery of the Product to the Site Address ("the Warranty Period").

This Warranty is subject to the following terms and conditions:

1. Installation Requirements

- 1.1 The Product must be installed in accordance with the Fielders ShieldGuard™ Class 4 Breathable Membrane Installation Guide – Walls ("Installation Guide").
- 1.2 The Product must only be installed in the wall of a residential or commercial building located in Australia and must not be installed in a building located in Australian Climate Zone 1, unless appropriate building design considerations have been made and approved in writing by an authorised Fielders representative.
- 1.3 Prior to installation, the Product must be adequately protected against damage, stored out of direct sunlight in a cool, dry place and must not be exposed to chemicals or come into direct contact with soil.
- 1.4 Exterior cladding must then be installed on the building within 3 months of installation of the Product. If the Product is left exposed prior to installation of exterior cladding, it must be inspected for damage prior to installation of the exterior cladding. Minor damage identified during that inspection must be repaired in accordance with Australian Standard AS 4200.2 prior to installation of the exterior cladding. Where damage other than minor damage is sustained, the Product must be replaced prior to installation of exterior cladding.

2. Making a Warranty Claim

- 2.1 In order for a claim to be validly made under the Warranty:
 - (a) You must notify Fielders of the defect;
 - (b) Your notification must be made via one of the following options:
 - by contacting Your local Fielders branch, details of which are available on our website at <https://fielders.com.au/contact/fielders-locations> or
 - by calling Fielders Customer Support on 1800 182 255;
 - (c) where the defect is apparent upon delivery of the Product, You must notify Fielders within 14 days of delivery by Fielders and in any event, prior to installing the Product;
 - (d) where the defect is apparent upon installation of the Product, You must notify Fielders within 14 days of installation and in any event, prior to installation of any exterior cladding;
 - (e) for any other defect, Fielders must be notified within 30 days of the date You become aware of the defect;
 - (f) You must retain proof of purchase of the Product and provide this to Fielders at the time of making the Warranty claim in respect of the defect; Fielders may reject a Warranty claim on the Product where You are unable to substantiate proof of purchase to the reasonable satisfaction of Fielders; and
 - (g) if requested by Fielders, You must allow the Product (including any installed part of the Product) to be inspected by a representative of Fielders.

3. Rights of Consumers Under the Australian Consumer Law

- 3.1 Clause 3.2 only applies to You if:
 - (a) the amount paid or payable for the Product did not exceed \$100,000 (except where the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption and Fielders has limited its liability in a manner permitted by the Australian Consumer Law, in which case, Your rights are limited to that extent); or



- (b) the Product is of a kind ordinarily acquired for personal, domestic or household use or consumption,

unless You acquired the Product for the purpose of re-supply or the purpose of using it up or transforming it in trade or commerce.

- 3.2 Fielders products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or
- 3.3 The benefits given to You by this Warranty are in addition to other rights or remedies You may have under a law in relation to the Product.

4. Limitation of Fielders' Liability under this Warranty

- 4.1 If a defect arises during the Warranty Period, to the fullest extent permitted by law and subject to clause 3.2, Fielders' liability to You:

- (a) will be limited, at Fielders' option, to:
- repairing or replacing the defective Product or defective portion of the Product; or
 - the cost of having the defective portion of the Product repaired or replaced (or the cost of providing an equivalent replacement product),
- (b) will not include or extend to:
- any costs (including labour costs) associated with the inspection, removal or repair of the defective Product or installation of a replacement to the defective Product;
 - the death of or injury to any person, damage to property, loss of income, profit or business, or any other consequential or indirect loss arising from or caused by the defective Product; or
 - repair or replacement of any materials not supplied by Fielders or specified by Fielders in the applicable Installation Guide for use in installation of the Product.

5. Warranty Exclusions

- 5.1 To the fullest extent permitted by law, in no circumstances will Fielders be liable for any defects to the Product that arise from:
- (a) normal wear and tear;
- (b) corrosive environment;
- (c) abnormal conditions;
- (d) failure to adequately protect the Product against damage prior to installation;

- (e) damage to the Product prior to or during installation (or prior to installation of exterior cladding), other than minor damage that is repaired in accordance with Australian Standard AS 4200.2;
- (f) contact or exposure of the Product to direct sunlight chemicals or soil prior to installation;
- (g) installation of the Product other than in accordance with the applicable Installation Guide;
- (h) installation of the Product using any materials not specifically designed for the application or installation of a Class 4 Breathable Membrane;
- (i) failure to install exterior cladding on the building within 3 months of installation of the Product;
- (j) any works undertaken on the Product without the prior written consent of an authorised representative of Fielders; or
- (k) installation of the Product at a Site Address that is located:
- outside Australia; or
 - within Australian Climate Zone 1 (unless appropriate building design considerations have been made and approved in writing by an authorised Fielders representative); or
- (l) any event beyond Fielders' reasonable control; or
- (m) an insurable risk of Yours.

6. Pro Rata Discount on Tape Product

- 6.1 If the Product is found to be defective during the Warranty Period and requires repair or replacement, Fielders will provide a discount on any replacement Jointing Tape or Double Sided Tape product designed for the application of a Class 4 Breathable Membrane ("Tape Product") that You purchase from Fielders for use in repairing the Product or installing the replacement version of the Product. The discount will be applied to the current price of the Tape Product as at the date of the Warranty claim. The applied discount will be the same ratio as that part of the Warranty Period not achieved in respect of the defective Product, as a portion of the full Warranty Period.

7. Personal Warranty

- 7.1 This Warranty is personal to You and is not transferable to a subsequent purchaser of the Product or the Site Address.

For detailed product information, manuals and project case studies visit:

fielders.com.au

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