

# WARRANTY



## Warranty Against Defects for Bioguard Acoustic OP RH100 Commercial Ceiling Products

Armstrong Ceiling Solutions (Australia) Pty Ltd ('Armstrong') ABN 58 000361 679

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 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. What constitutes a major failure is set out in the Australian Consumer Law.

**This Warranty Against Defects is for the benefit of the person or company for whom the ceiling product is installed and who has ultimately paid for the product (whether or not through an agent or contractor) ('you'). If you are that person or company but were not the direct purchaser then before you can claim on this Warranty you will need to obtain evidence of purchase (e.g. receipts) from the contractor who purchased the products for your job, and of correct installation, as explained further below.**

### WARRANTY AGAINST DEFECTS

**Subject to the conditions below, Armstrong warrants Bioguard Acoustic OP RH100 ceiling panels installed in the building referred to in the schedule and in the quantities listed in the schedule to be free from issues associated with visible ceiling panel sagging, warping & latent manufacturing defects in material for a period of Ten (10) years from the date of the original purchase. If due to faulty materials or manufacture, defects are observed during that period, then we will repair or replace the product for you as described below ('What we will do under this Warranty').**

The benefits under this Warranty are in addition to your other rights and remedies under a law in relation to the goods to which this Warranty relates (the Australian Consumer Law). For the avoidance of any doubt, any and all representations or undertakings which are not guaranteed under the Australian Consumer Law, the Australian Competition and Consumer Act or the Australian Competition and Consumer Regulations 2010 ('consumer guarantees') and which are not expressly included in this Warranty are excluded to the extent possible under that legislation, and any legislation that replaces them in the future.

### WHAT TO DO TO PROTECT YOUR RIGHTS UNDER THIS WARRANTY:

You or your installer should carefully inspect the products before installation for any visual, manufacturing, colour or dimension defects. We accept no responsibility in addition to our consumer guarantee obligations where a product with visible defects has been installed.

Once installation is complete, contact your Armstrong State Office for Warranty registration. Project details will need to be supplied at that time

### HOW TO CLAIM ON THIS WARRANTY:

Should you wish to claim on this Warranty, please send written notice as soon as possible after first observing any defect to Armstrong Ceiling Solutions (Australia) Pty Ltd, Unit 4, 1 Basalt Road, Pemulwuy NSW, 2145, (P.O. Box 59, Smithfield West, NSW 2164), or by email: [info@armstrongceilings.com.au](mailto:info@armstrongceilings.com.au)

### WHAT WE WILL DO UNDER THIS WARRANTY:

Please note that this Warranty is subject to a number of conditions as to correct installation and usage (see following page). When we have established that the Warranty applies, we will provide you with a remedy in accordance with your rights under the Australian Consumer Law or, to the extent that those rights do not apply, as set out in the table below. .

Years from Date of Original Purchase	What we will do when we have established that the Warranty applies
Prior to installation	Any ceiling material with defects should be returned to the original place of purchase. Material that does not meet our specifications will be replaced.
Up to 10 Years	Armstrong will replace/repair at its discretion the defective product only. If replaced, Armstrong will replace it with similar quality first grade material. This replaced material will be warranted for a further 10 years on the same terms as this Warranty Against Defects and subject to the same conditions (in each case to the extent permissible by law at the time). If repaired the material is warranted for the time then remaining under this original Warranty.

Where the purchaser is not a 'consumer' for the purposes of the Australian Consumer Law (which will depend upon a variety of factors including the price of the goods, the purchaser's purpose in acquiring the goods, and the categorisation of the goods), or where the products to which this Warranty applies are not goods 'of a kind ordinarily acquired for personal, domestic or household use or consumption', then to the extent permitted under the Australian Consumer Law, Armstrong will not be liable for any direct or indirect/consequential loss in relation to any product defects. Nothing in this paragraph or the Warranty is intended to, or attempts to, exclude or limit the operation of the Australian Consumer Law in any respect.

**CONDITIONS:**

This Warranty Against Defects does not apply, to the extent permitted under the Australian Consumer Law, to:

- 1 Armstrong ceiling products sold at Auction, clearly sold as irregulars, or seconds and/or without a Warranty Against Defects.
- 2 Armstrong ceiling products with obvious defects or of inferior quality that would reasonably have been identified by examination before installation, or which were drawn to the purchaser's attention before the installation.
- 3 Defects resulting from improper storage or handling. (Note: prior to installation, the material must be kept clean and dry, flat and within the temperature range of 0-49°C and relative humidity conditions up to100%. Large variations in humidity or temperature can result in swelling and shrinkage. Any material stored on the floor should be level, flat and have a protective barrier between the material and the floor).
- 4 Where the ceiling panels are supporting other material.
- 5 Product not purchased from an approved distributor or not installed in accordance with applicable local government or building construction codes or standards, or contrary to Armstrong Installation & Maintenance Instructions for the particular product. Concerns relating to the quality of installation should be addressed to the contractor who installed the product.
- 6 Failure of ceiling products due to structural or general defects in the building.
- 7 Exposure to temperature conditions other than 0-49°C and relative humidity up to100%.
- 8 The product shall not be subjected to direct moisture in the form of building leaks or temperature and humidity conditions causing condensation to occur on the ceiling panel during or after installation.
- 9 Exposure to vibration abuse or abnormally corrosive conditions.
- 10 Minor difference in colour or pattern between samples or photographs and the actual material.
- 11 Acts of God / force majeure, acts of terrorism, damage caused by vermin, insect infestation, fire, flood or any other act or circumstance beyond Armstrong's reasonable control.

**SCHEDULE**

**Material:** (Product / Item No.) .....  
.....  
(Size, Thickness and Quantity Installed) .....

**Building:** (Name) .....  
(Address) .....  
(City) ..... (State) ..... (Postcode) .....

**Building Owner:** (Name) .....  
(Address) .....  
(City) ..... (State) ..... (Postcode) .....

**Purchaser:** (Name) .....  
(Address) .....  
(City) ..... (State) ..... (Postcode) .....

**Ceiling Systems** (Name) .....

**Contractor:** (Address) .....  
(City) ..... (State) ..... (Postcode) .....

**Date of Installation:** .....

Armstrong General Manager  
ARMSTRONG CEILING SOLUTIONS (Australia) Pty Ltd

**Approved By:** ..... Gavin Wellington ..... **Date:** .....