

# CSR HIMMEL

## PRODUCT WARRANTY OVERVIEW

Himmel™ Interior Systems, a division of CSR Building Products Ltd, is both a manufacturer and sales agent of a vast array of ceiling and grid products and accessories in the Australian commercial building industry.

As seller of the Product, we warrant compliance with the attached express warranties against defects (faulty manufacture) given by the manufacturers of the following products (Warranty):

PRODUCT	WARRANTY PERIOD
Fricker Metal Tiles & Aluminium Grid	10 (ten) years from the date of installation
OWA tiles & Rondo Duo & Donn Grid	Acoustical panel and Rondo Duo/Rondo Donn grid installed together as a system, 30 (thirty) years from the date of installation.
Ecophon Ceiling System & Wall Panels	10 (ten) years from the date of installation
OWA Metal Tiles	10 (ten) years from the date of installation
Daiken Tiles	10 (ten) years from the date of installation
Gyprock Tiles	25 (twenty-five) years from the date of installation
Troldekt Ceiling and Wall Panels	10 (ten) years from the date of installation
CSR Martini dECO	15 (fifteen) years from the date of installation
Himmel Aluminium	10 (ten) years from the date of installation

**Important! Refer to the relevant manufacturer's warranty for full details of the warranty provided and the terms applicable to warranty claims**

In the event of any failure of the Product caused as a direct result of the faulty manufacture of or a defect in the Product, Himmel™ will comply with the attached express warranty for the relevant Product. This Warranty, given by Himmel™ as seller, is subject to the warranty periods and terms and conditions set out in the relevant manufacturers' warranty.

Please note:

- (a) Other than as expressly set out in this Warranty and the manufacturers' warranties attached to this Warranty, and the guarantees that cannot be excluded under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), CSR excludes all warranties and guarantees with regard to the Product including all guarantees and warranties that may apply at law.
- (b) Unless an alternative remedy is specifically provided in the attached manufacturer's warranty, in the event of a defect in the material or manufacture of the Product falling within the terms of the manufacturer warranty, Himmel™ will at its option replace or repair, supply an equivalent product, or pay for doing one of these.
- (c) To the extent that it is able to do so, Himmel™ excludes all liability for loss and damage (including consequential loss) in connection with the Product. This exclusion does not apply

where the Product is sold to a consumer and is a good of a kind ordinarily acquired for personal, domestic or household use or consumption.

The following statement is provided where the Product is supplied to a buyer who is a "consumer" under the Australian Consumer Law: 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. The benefits of this Warranty are in addition to other rights or remedies of the consumer under law in relation to the goods or services to which the Warranty relates.

Notification of a warranty claim must be made to Himmel™ prior to any return of the Product. To make a claim under this Warranty you must contact Himmel™, in writing to the above mailing address, or by email to [HimmelCustomerService@csr.com.au](mailto:HimmelCustomerService@csr.com.au).

All expense of claiming the Warranty will be borne by the person making the claim.