Bradford Hurricane® Standard Turbine Ventilator H100- H900 Products

Residential Class 1 & 10a, Commercial Roofs 2 to 9 Building Applications (non-cyclonic & non- BAL regions)

# **1. PRODUCTS SUBJECT TO THIS WARRANTY**

Hurricane <sup>®</sup> Standard (H) Turbine Ventilator products (Products) are supplied in nine different Product configurations:

- A. Hurricane <sup>®</sup> Standard (H) 100 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class 1) and commercial roofs (Class 2 to 9).
- B. Hurricane <sup>®</sup> Standard (H) 150 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class 1) and commercial roofs (Class 2 to 9).
- C. Hurricane <sup>®</sup> Standard (H) 300 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class I) and commercial roofs (Class 2 to 9).
- D. Hurricane <sup>®</sup> Standard (H) 400 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class I) and commercial roofs (Class 2 to 9).
- E. Hurricane <sup>®</sup> Standard (H) 450 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class I) and commercial roofs (Class 2 to 9).
- F. Hurricane <sup>®</sup> Standard (H) 500 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class 1) and commercial roofs (Class 2 to 9).
- G. Hurricane <sup>®</sup> Standard (H) 600 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class 1) and commercial roofs (Class 2 to 9).
- H. Hurricane <sup>®</sup> Standard (H) 700 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class I) and commercial roofs (Class 2 to 9).
- I. Hurricane <sup>®</sup> Standard (H) 900 a wind-driven turbine ventilator designed to exhaust heat and moisture from non-BAL residential (Class 1) and commercial roofs (Class 2 to 9).

#### 2. WARRANTY COVERAGE:

CSR Building Products Ltd, trading as CSR Bradford, warrants that Products meet the applicable requirements of AS/NZS AS4740 (where stated) and will remain free from manufacturing defects for the following periods, from the date of purchase:

• a period of 15 years

This warranty is applicable to Products purchased for use in residential (Class 1 & 10a) and commercial (Class 2 to 9) roof applications.

## **3. CONDITIONS OF WARRANTY:**

Subject to the following terms and conditions set out below:

- **A.** This is a general-purpose ventilation product, always refer to the installation guide provided with the product prior to installation.
- **B.** Make-up air should be provided via evenly distributed openings which are permanently open and positioned to help the ventilator work more effectively and efficiently (refer to the product installation guide for guidance).
- C. The source of make-up air should be outdoor air.

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- D. The rotating head of this product must be installed horizontally to ensure correct operation adjustment of the varipitch and base flashing is critical to achieve this orientation (refer to the installation guide for details).
- **E.** If the product is installed with a stainless-steel mesh, it should be periodically inspected to remove foreign objects and/or dust build-up to maintain airflow.
- F. This product requires specific areas to be sealed against water entry and other areas to be left unsealed to allow internal condensation drainage – refer to the installation guide for details.
- **G.** The optional stainless-steel mesh used in this product acts as an insect guard does not comply with BAL requirements.

# 4. EXCLUSIONS:

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**4.1.** This Product Warranty does not cover any Product defect or damage to the extent it is caused or contributed to by the following:

(a) the transport, storage, handling, installation and/or maintenance of the Product in an improper manner or in a manner other than as described in the installation guide/instructions and/or PTS;

(b) the incorrect specification/design, or incorrect selection for an application or the product is used outside its intended purpose as outlined in the literature supplied by CSR Bradford;
(c) force majeure, such as floods, earthquakes, severe weather, cyclones, fire (including Bush fires), or including, but not limited to uncontrollable events not caused nor controlled by humans;

(d) the use of high pressure water cleaning, mechanical cleaning devices or chemical agents, or the impact of other foreign objects;

(e) exposure to dusty or corrosive in-situ conditions, such as hazardous, abrasive, explosive materials, alkaline vapour, corrosive or in very high moisture environments (such as water tanks), that do not provide adequate air quality to prevent deterioration of the Product;
(f) use in a harsh environment without prior written approval from CSR Bradford, including, but not limited to livestock buildings, indoor aquatic centres and fertiliser storage facilities, or as outlined in the literature supplied by CSR Bradford; and/or

(g) manufacturing defects that appear outside the Product Warranty period after the date of purchase;

(h) use in Cyclonic Regions, BAL Regions & FZ rated areas;

(i) colour fading.

**4.2.** This Product Warranty does not cover any Product defect or damage to products to the extent it is caused or contributed to by the following:

(a) installation within 500 metres of a saltwater body

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**4.3.** No CSR Bradford representative, distributor or reseller is authorized to make any written or verbal change, advice or modification to this warranty.

# **5. REMEDIES**

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In the event of any failure of a CSR Bradford Product to perform in accordance with this warranty, CSR Bradford will, at its option, replace, refund or repair, or pay for the repair or replacement of the relevant products.

### **6. STATUTORY RIGHTS**

The warranties above are provided in addition to other rights and remedies available in respect of the acquisition of products by a "consumer" (as defined in the Competition and Consumer Act 2010 (Cth)). The following statement is provided 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.

# 7. LIMITATION OF LIABILITY

Other than as expressly set out in the above, CSR Bradford excludes all other warranties and guarantees with regard to the Products, including all implied warranties and guarantees. In addition, to the extent that it is able to do so, CSR Bradford excludes all liability for loss and damage (including consequential loss) where the relevant product or service provided is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.

### 8. NOTIFICATION OF CLAIM

Any claims under this warranty must be made by:

i. providing written notice to email sales@bradford.com.au.

**ii.** submitting within 45 days of discovery of the defect in the Product and prior to any removal or return of the Product, and before beginning any replacement, rectification or repair.

**iii.** providing supporting documentation including proof of purchase, installation date, location of installation and a description of the claim, and such information as is necessary for CSR Bradford to investigate the claim. Photographs of the Product, showing the defect must accompany the claim. Product samples may also be requested.

All expense of claiming the warranty will be borne by the customer or consumer making the claim.