

WindMaster™ Ventilator Products Class 1 to 10a Building Applications (non-BAL regions)

1. PRODUCTS SUBJECT TO THIS WARRANTY

WindMaster™ Ventilator products (**Products**) are supplied in the below configurations:

- A. WindMaster™ a wind driven natural ventilator designed to exhaust heat & moisture from the roof space, without the use of electrical energy.
- B. WindMaster DTC[™] a wind driven & cyclone rated (deemed to comply) natural ventilator designed to exhaust heat & moisture from the roof space, without the use of electrical energy.

2. WARRANTY COVERAGE:

CSR Building Products Ltd, trading as CSR Bradford, warrants that the 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 for the body of the Product

This warranty is applicable to Products purchased for use in Class 1 and 10a buildings for roof ventilation in non-BAL regions. In cyclonic regions, a WindMaster DTC™ must be used.

3. CONDITIONS OF WARRANTY:

Subject to the following terms and conditions set out below:

- A. This product must be installed in a dry location and sealed against water ingress.
- **B.** Installation must be accordance with the Bradford Ventilation Residential Turbine Ventilator Installation Instructions.
- **C.** Replacement outside air must be provided via evenly distributed openings such as eave vents positioned to facilitate crossflow ventilation and help the powered ventilator to work more effectively and efficiently.
- D. The rotating head of this product must be installed horizontally and adjustment of the varipitch and base flashing is critical to achieve this orientation (refer to the Installation Instructions for details).
- **E.** All new and retrofitted constructions must follow the guidance of installation locations and the recommended ventilation levels of ventilators & eaves vents specified in Bradford's technical documents.
- F. In cyclonic regions, the WindMaster DTC™ must be used.

4. EXCLUSIONS:

- **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 instructions and/or PTS;



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- **(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 (including hail or storm-related debris), cyclones (applicable only for WindMaster™ and not WindMaster DTC), fire (including bush fires), or including, but not limited to uncontrollable events not caused nor controlled by humans;
- (d) growth of mould or mildew, or any fungi, bacteria organism due to in-situ conditions; the use of high pressure water cleaning, mechanical cleaning devices or chemical agents, or the impact of other foreign objects;
- **(f)** exposure to corrosive in-situ conditions, such as an alkaline or acidic environment, that does not provide adequate air quality to prevent deterioration of the Product;
- **(g)** 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;
- **(h)** manufacturing defects that appear outside the Product Warranty period after the date of purchase;
- (j) use in cyclonic regions (applicable only for WindMaster and not WindMaster DTC) & bush fire regions; and/or
- (k) 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.
- **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

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.



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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.