

## STRUCTApanel H2 12mm

Porta warrants to Customers that the Product will not Delaminate for a period of 2 years from the date of delivery, when put to the Recommended Use.

### CONDITIONS OF WARRANTY

#### 1. What is not covered under this Warranty

- Damage caused directly or indirectly by the manner of installation, including for example, installation in a non-vertical application or an installation causing the Product to be continuously in contact with the ground, soil or water;
- Damage caused directly or indirectly by any act of God, any natural occurrence, third party act or omission or other circumstances beyond the control of Porta;
- Performance of the Product with respect to colour, surface roughness, edge or surface flaking or flatness; and
- Damage in circumstances where the Product has been used in an application other than the Recommended Use, or has been installed otherwise than in accordance with the Installation Guide.
- Damage in circumstances where the product has been removed and re-installed after initial installation.

#### 2. Claims

Customers can make a Claim, by writing to Porta at the Claim Address. The Claim must be lodged within 30 days of any defect arising and be accompanied by:

- Satisfactory proof of purchase;
- Customer name, address, phone and email;
- Amount paid for the Product;
- A description of the relevant defect; and
- If the Product has been installed, the installers' business name, proof of purchase including sales order numbers and date of purchase.

If a Claim is verified, Porta will at its election, repair or provide a replacement product to the Customer.

#### 3. Important Australian Consumer Law notice

The obligations of Porta under this Warranty are limited to those set out in this document. However, this Warranty is in addition to your rights and remedies under laws relating to the Products. 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.

#### 4. Definitions

- 4.1 **"Porta"** means Porta Products Pty Ltd ACN 003 246 357.
- 4.2 **"Claim"** means a claim under this Warranty.
- 4.3 **"Claim Address"** means sales@porta.com.au, 2 Wella Way, Somersby NSW 2250.
- 4.5 **"Customers"** means purchasers of the Product from Porta or purchasers of the Product from authorised re-sellers of the Product.
- 4.6 **"Delamination"** means internal bond failure causing the core of the panel to split, where the splitting occurs at a distance greater than 25mm from the edge of the panel (**"Delaminate"** has the corresponding meaning).
- 4.7 **"Installation Guide"** Means the Porta STRUCTApanel H2 12mm installation guide. Visit our website to view the installation guide
- 4.6 **"Product"** means Porta STRUCTApanel H2 12mm Structural particleboard panels.
- 4.7 **"Recommended Use"** means external temporary hoarding (Structural). To avoid doubt, for the purpose of this Warranty, "Recommended Use" does not include any internal applications, or applications where the product lies flat to the ground.