



Atkar Acoustic and Decorative Panels Warranty

The Atkar Acoustics and Decorative Panels Warranty is valid for a period of 15 (fifteen) years from date of purchase when the product is used in an interior application. The warranty is not transferable and applies only to the original purchaser of the Atkar (product) subject to compliance with the conditions and limitations of this Warranty below:

From date of purchase, Atkar warrants that the product is resistant to cracking, splitting, flaking, rotting, splinters or peeling while colour and gloss reduction could be expected as part of normal ageing and is not covered by warranty.

Atkar warrants that the products sold will be reasonably fit for their intended purpose designed for indoor use when purchased.

Australian Consumer Law Notice

Atkar 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.

Conditions of Warranty

Atkar will not be liable for breach of this warranty unless the claimant provides proof of purchase and full payment of the product's invoice and claim is made in writing giving full details of the complaint to Atkar including your details, the date of installation, the name of the person or company that installed the product, description of how the product is defective and when you found out that it was defective.

Atkar will not be liable for breach of this warranty unless the claim is made within 7 days of the claimant becoming aware of a suspected or likely defect in the product. The claimant is responsible for the costs of claiming under this warranty including the labour and freight costs associated with removing the product and replacing it. Upon receipt of a claim, Atkar reserves the right to check and inspect the product which may involve removal of a sample of the product for inspection and/or testing.

If Atkar determines that the product is not defective under the terms of this warranty, the claimant shall promptly reimburse Atkar for the costs of investigation and repair, if any, incurred by Atkar.

If Atkar determines that the product is defective under the terms of this warranty, subject to your rights under the Australian Consumer Law with respect to major failures, Atkar will, at its determination:

- Pay for the cost of the replacement; or
- Repair or replace the product or part of it with the same or equivalent product; or
- Refund the amount paid for the affected product.

This warranty is not transferable and does not cover any other product used or installed in connection with Atkar panels.

Limitations

The buyer or their installer/builder is responsible for inspecting, prior to installation, the colour, finish and size of the product, detecting if the product has any other defect or manufacturing fault, and for ensuring the product meets surface appearance, aesthetic and product specification requirements. Subject to the terms of this warranty, Atkar is not liable for claims made after the installation of the product that relate to surface appearance and product specification, including but not limited to scrapes, dents and warping. Any post-sale coating is applied at the original purchaser or installer/builder's own risk and Atkar accept no responsibility for any resulting product colour variation. The product must be installed in conjunction with the components or products specified and maintained strictly in accordance with the relevant Atkar manuals and in accordance with any Atkar maintenance instructions. The panels cannot be warranted when used with non-genuine Atkar frames and systems. Atkar will not be responsible for damage to the product if the project designed and constructed is not in strict compliance with all relevant requirements of the current Building Code of Australia regulations and standards. Atkar will not be liable for defects caused by any third party's action, negligence, handling or storing of the products while Atkar is also not liable for any loss, damage or expenses suffered by any third party however such losses or expenses may be caused. Except as specified in this document and the Australian Consumer Law and to the fullest extent allowable by law:

- Atkar will not be liable for any claim relating to damage or defects arising from transportation unless the claim is made within 7 days after receipt of the product;
- Atkar will not be liable for any claims made after the installation of the product that relate to surface appearance and product specification or from defects in materials or workmanship;
- Atkar will not be liable for any claims if the product is not used, assembled and/or installed and maintained in accordance with the relevant Atkar product guidelines;
- Atkar will not be liable for any claims concerning damage or defects arising from the product being stored, installed or otherwise used in temperatures outside the range appropriate for the product;
- Atkar will not be liable for any claims relating to any paint or coating that was not applied to the product by Atkar or recommended by Atkar;
- Atkar will not be liable for any loss or damage (whether direct, indirect, consequential contingent or special) including personal injury, property damage, loss of profits, revenue, savings, labour, material or other costs, claims, damages or expenses, however caused, including from breach of this warranty; and

- Atkar will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement, or structure movement and/or movement of materials to which the product is attached.

In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the product, if Atkar meets a claim under this warranty that involves re-coating of the product, there may be slight colour variances between the original and replacement product due to the effects of time and differences in materials. Atkar is not liable for any such colour variances.

No Other Warranties

This warranty does not cover:

Discoloration or other damage to the product caused by air pollution, exposure to harmful chemicals, or normal weathering from the elements. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the product, the cleanliness of the air, and many other influences over which Atkar has no control.

Atkar reserves the right, without notice, to discontinue or alter any of its products, including the colour, finishing and Atkar shall not be liable in the event the replacement product may vary in colour or gloss in comparison to the original Product. If Atkar replaces any product under this warranty, it may substitute products elected by Atkar to be of comparable quality or value in the event that the product initially installed has been discontinued or modified.

Except as explicitly set out in this warranty, any term, representation, condition or warranty in respect of the quality, condition or description of the product whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded. To extent that legislation imposes warranties or impose obligations upon Atkar which cannot be excluded, restricted or modified, this warranty must be read subject to those statutory provisions to the extent that they apply.

Disclaimer

Recommendations in Atkar's literature are based on good building practice and are not an exhaustive statement of all relevant information. Information is subject to change. Further, as the successful performance of the relevant system depends on numerous factors outside the control of Atkar such as quality of workmanship and design, Atkar shall not be liable for the recommendations in that literature and the performance of the relevant system.