

## EXTENDED PRODUCT AND PERFORMANCE WARRANTY

### 1. Definitions

1.1. In this document the defined terms have the following meaning:

**“Bayset”** means Bayset Pty Ltd (ABN 27 066 428 877) trading as:

- (a) Bayset Waterproofing Supplies;
- (b) Flooring Products Australia;
- (c) Tiling products Australia;
- (d) TPA;
- (e) Traymark Flooring Accessories; and
- (f) Waterproofing Products Australia.

**“Bayset Product”** means all of the Bayset products as listed in the Specification, excluding third party manufactured products.

**“Specification”** means the document labelled Specification prepared by Bayset for the installation of a System at a premises listed in the Specification.

**“System”** means a combination of Bayset Products and third party products which have been verified by Bayset to have been installed in accordance with a Specification.

**“Bayset Product Warranty”** means the relevant Bayset Product and Performance Warranty for the Bayset Product.

**“Warranty Certificate”** means the certificate issued by Bayset that lists which of the Bayset Products are eligible for the Extended Warranty set out in clause 3.1 below.

**“You”, “Your”** means any of the following:

- (a) the customer who installed the System; and/or
- (b) the end consumer who owns the building in which the System is installed.

### 2. Australian Consumer Law

2.1. The Bayset Product comes with guarantees that cannot be excluded under the Australian Consumer Law. You may be entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You may also be entitled to have the Bayset Product repaired or replaced if the Bayset Product fails to be of acceptable quality and the failure does not amount to a major failure.

2.2. The benefits of Bayset's warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in Bayset's warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

### 3. Bayset's Warranty

- 3.1. Bayset agrees, subject to clause 3.2 below, to extend the Warranty Period under the Bayset Product Warranty for the Bayset Products listed in the Warranty Certificate to 15 years from the date the System is installed ("**Extended Warranty**").
- 3.2. The Extended Warranty is ONLY given where:
- (a) the Bayset Product has been listed as being eligible for the Extended Warranty in the Warranty Certificate.
  - (b) the Bayset Product has been installed by an accredited applicator approved by Bayset; and
  - (c) the Bayset Product is installed as part of a System in accordance with the Specification and any directions given by Bayset from time to time during that installation; and
  - (d) the installed System has passed quality assurance inspections carried out by Bayset.

### 4. Replacement and Repair

- 4.1. Subject to clause 3.2 above, if any part of the System fails and Bayset is satisfied that the failure has been caused solely by the non-performing Bayset Product, Bayset may, in its sole discretion:
- (a) replace and repair any damaged part(s) of the System; or
  - (b) cause for the damaged part(s) of the System to be replaced or repaired by a suitably qualified third party contractor chosen by Bayset,
- at Bayset's expense. This is subject to the other part(s) of the System still being manufactured or reasonably available.
- 4.2. Clause 4.1 above is in addition to the replacement and repair offered to You under the Bayset Product Warranty for the non-performing Bayset Product.

### 5. Third Party Product Failure

- 5.1. Where:
- (a) a third party product has been specified by Bayset in the Specification as part of the System; and
  - (b) Bayset agrees that the third party product is not performing in accordance with its intended purpose as part of the System as set out in the Specification,
- Bayset agrees to assist You in making any warranty claim you may be entitled to against that third party.
- 5.2. Bayset will not be responsible for any loss or damage incurred either the failure of any third party products or in Bayset providing any assistance to You in making any warranty claim in respect of that third party product.

### 6. No Representations / Entire Agreement

- 6.1. You agree and acknowledge that this warranty document contains the entire agreement relating to the Extended Warranty.
- 6.2. To the full extent permitted by law and with the exception of the Bayset Product Warranty to which this warranty relates, this warranty document supersedes all other warranties of any kind including whether express or implied by any representations, statement, correspondence or other conditions such as merchantability or fitness for purpose.