



SURFACE EVOLUTION

7 YEAR LIMITED WARRANTY

1. Earp Brothers Hardware Pty Ltd ABN 91 000 343 117 ("Earp Bros") provides this Warranty to You subject to the following Qualifications and Limitations.

REGISTRATION DETAILS

Registered Purchaser	Brighton Homes Queensland
Registered Product	<ul style="list-style-type: none">- Roden Perla Adz Slip Resistant 450x900- Roden Perla Natural REC 450x900x11- Manhattan White Matt Rectified 300x600x8.5
Registered Application	Floor and wall
Registered Traffic Level	Light foot traffic
Registered Address	Ashford Residences 50 Ashmore St Everton Park QLD 4053

Warranty Term	7 years
Warranty Start Date	3/11/2021
Warranty Expiry Date	3/11/2028
Invoice #	IN146299, IN145350 IN146309, IN145352 IN146298, IN145349 IN145742, IN145351 IN145743, IN155618 IN141834, IN146300 IN141835, IN146301 IN141833, IN145745 IN145508, IN145746 IN142447, IN145744 IN142449, IN141825 IN142445, IN141827 IN141826
Warranty Registration #	Ashford Residences - Ashmore street, Evertone Park QLD

www.earp.com.au

Earp Brothers Hardware Pty Limited

ABN 91 000 343 117

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Rights and Protection

2. Earp Bros warrants that the Products supplied under this Warranty used in accordance with the above Registration Detail and the Limitations and Qualifications will be fit for purpose and last the full Warranty Term as such.
3. The period of this Warranty has been considered based on the performance of the Products, the quality of the Products, the registered application of the Products, the registered traffic level of the Products and the registered installation address.

Rights of Consumers under the Australian Consumer Law

4. Clause 5 applies to You if:
 - a. the amount paid or payable for the End Product did not exceed \$40,000 (except where the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption, and Earp Bros has limited its liability in a manner permitted by the Australian Consumer Law, in which case Your rights are limited to that extent); or
 - b. the Product is of a kind ordinarily acquired for personal, domestic or household use or consumption, unless You acquired the End Product for the purpose of re-supply or the purpose of using it up or transforming it in trade or commerce.
5. Earp Bros Products 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 goods fail to be of acceptable quality and the failure does not amount to a major failure.
6. The benefits given to You by this warranty are in addition to other rights and remedies You may have under a law in relation to the Products.

Limitations and Qualifications

7. Subject to Earp Bros obligations under applicable laws which cannot be excluded, modified or restricted under law, including as described in clauses 7 and 8:
 - a. Earp Bros liability to You:
 - i. shall be limited to Earp Bros choice of one of the following options:
 1. providing the same Products in a quantity sufficient to replace the defective Products; or
 2. providing equivalent Products in a quantity sufficient to replace the defective Products; or
 3. the cost of repairing the defective Products,
 - ii. shall not include or extend to:
 1. labour costs associated with the removal or repair of the defective Products, or installation of the replacement Products; and
 2. injury to persons, damage to property, loss of income, profit or business, or



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- any other indirect loss arising from or caused in any way by the defective Products.
- b. This Warranty does not cover damage due to inappropriate mechanical polishing or acid cleaning, wholly or partly due to an event or cause beyond the reasonable control of Earp Bros, including without limitation each of the following:
- i. defects attributed to faulty design, method of building, fabrication, manipulation or installation of the Products;
 - ii. mechanical, chemical or other damage sustained during transport, handling, storage, installation or subsequent to installation;
 - iii. external storage, leading to wet packs and wet stacks;
 - iv. attack from chemical agents, fumes, liquids or solids;
 - v. contact with bitumen, sand or abrasives, soil, ash, fertilizer, moisture retaining substances, lead or copper and other dissimilar metals, or chemical agents prior to installation.
 - vi. failure to design, install, use and maintain the Products in accordance with Earp Bros guidelines and applicable industry standards;
 - vii. failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces during installation of the Products;
 - viii. excessive condensation and/or dust build-up during installation;
 - ix. installations subject to unusually corrosive environments at any time in the future;
 - x. earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God".
- c. This Warranty is only applicable to the Products used within the building envelope at the Registered Address.
- d. This Warranty is not applicable to buildings used for heavy industrial processes including, without limitation, chemical processing or storage, aluminium processing, fertilizer processing and storage, pulp and paper mills, coal handling facilities, mining applications or any similar facility which allows exposure to aggressive industrial environments.
- e. The application of post sealing or cleaning treatments or systems to the Products will invalidate this Warranty.
- f. For this Warranty to be and remain effective, the following must occur:
- i. the Products must be installed, used and maintained in strict accordance with, in order of preference, Earp Bros guidelines including all relevant Technical Bulletins, which are available from Earp Bros, all applicable industry standards and the Building Code of Australia current at the date of installation. Where no standard applies, the Products must be installed in strict accordance with the Manufacturer's published installation guidelines current at the time of installation;
 - ii. all adhesives and fixing techniques used with the Products must be manufactured and used from materials approved by Earp Bros. Refer to Australian Standard AS3958.2 - 1992 'Ceramic Tiles - Guide to selection of ceramic tile systems, and AS3958.1 - 2007 (+amdt) 'Ceramic Tiles - Guide to installation of ceramic tiles', and AS2358 - 1990 (+amdt) 'Adhesives - Fixing ceramic tiles', which are available from www.saiglobal.com, for further information;



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- iii. the Products, as supplied, must not at any time come into contact with an incompatible material; and
- iv. the Products must be maintained in accordance with Earp Bros maintenance guidelines which is available from www.earp.com.au
- g. This Warranty excludes all other warranties, conditions, offers, promises or assurances, whether expressed or implied, except to the extent that such warranties, conditions, offers promises or assurances, cannot by virtue of law be so excluded.
- h. If Earp Bros provides You with new Products (whether of the same or equivalent material) to replace the defective Products covered by this Warranty, the new Products will be covered by this Warranty for the remainder of its term as if the new Products were the original Products. Earp Bros will not provide You with a new Warranty in relation as if the new Products were the original Products. Earp Bros will not provide You with a new Warranty in relation to the new Products provided to you in accordance with this Warranty.
- i. Earp Bros reserves the right to inspect the premises at which the Products has been or will be used as part of the Warranty registration process and/or inspect and conduct tests as necessary at any time after a claim is made under this Warranty.
- j. This Warranty is not transferable.

Enquiries or Notification

- 8. Please note that any claim under this Warranty must be notified to Earp Bros within a reasonable time (and in any event no more than 30 days) after You first noticed or ought reasonably to have noticed the issue/defect. If Earp Bros is not notified of the claim within a reasonable time of You first noticing the issue/defect, Earp Bros may in its absolute discretion deny the claim and Earp Bros shall have no liability under this Warranty.
- 9. You will bear the expense of claiming the warranty

Initiating a Claim

- 10. To initiate a claim under this Warranty, contact Earp Bros directly on 02 49254550 or via info@earp.com.au