

WARRANTY AGAINST DEFECTS - SMARTFORM®

1. This warranty against defects is given by Combined Group of Companies Pty Ltd (ABN 94 106 016 184) trading as Evo Building Products (**Evo**), Unit 5, 73 Beauchamp Road, Banksmeadow, NSW, 2019, (02) 9666 1069, info@evobuild.com.au.
2. This warranty applies only to SMARTFORM®.
3. We give this warranty to you only if you purchased SMARTFORM® from us or a dealer or reseller as new product.
4. The benefits to you given by this warranty are in addition to other rights and remedies you have under law.
5. 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.
6. We will replace the product with new product if: (a) the product has a defect in the materials or workmanship; and (b) you make a claim under this warranty as provided below, within the time periods set out below.
7. For the purposes of this warranty, "defect" does not include (and we will not replace or repair products suffering from): (a) damage caused by abuse, misuse, damage caused by extreme weather events or other acts of God – being a greater than once in 50 year event; (b) modifications made to the product by any person other than Evo or caused by use or installation that is not in compliance with the installation instructions provided with the product, online at www.evobuild.com.au, or otherwise provided by Evo; (c) colour fading; (d) algae growth (as such growth should not limit functionality); or (e) any gaps between the product and the tiles.
8. This warranty applies to defects which appear and which you notify us (following the procedure below) of within ten (10) years from the date of your purchase of the product.
9. If a defect appears in the product within the period specified above, to make a claim under this warranty you must:
 - (a) before the warranty period (see above) expires you must, at your cost, submit details of your claim to us in writing to our business address detailed above, including:
 - i. your name, address and phone number;
 - ii. what you consider to be the defect and the circumstances in which the defect appeared and that you wish to claim under this warranty;
 - iii. proof of your purchase of the product and details of the date and place of purchase; and
 - (b) provide us with all other information we reasonably request about the circumstances in which you consider the defect was caused.
10. We will then arrange for the product to be inspected, at our cost, and determine whether it is defective and if, acting reasonably, we agree it is defective we will replace the product with new product.