

PRODUCT WARRANTY

CUSTOMER NAME:

CUSTOMER PO:

MILLFORM INVOICE #:

ORDER DATE:

SITE ADDRESS:

TERMS OF WARRANTY

Millform Products ABN 45 389 242 304 ('Millform') warrants that products manufactured or supplied by it will be free from defects in material/coating quality and workmanship ('Warranty') for a period of 10 years from the date of product installation ('Warranty Period'), subject to the following:

1. Any raw material used in a product supplied by Millform will be subject to the manufacturer's warranty (if any).
2. Galvanised steel supplied by Millform will conform to AS 1397 Steel Sheet and Strip – hot dipped zinc coated and aluminium/zinc coated.
3. Millform does not provide design services or recommendations for use. Accordingly, Millform accepts no liability for any product failure, loss or damage arising out of any design fault or product use.
4. All Millform products must be installed in accordance with BCA standards and used in a manner consistent with their approved design parameters.
5. Products stored or installed in locations exposed to excessive moisture, humidity, corrosion or corrosive material or any other destructive substances are not covered by this Warranty.
6. Products not installed within 12 months of supply by Millform are not warranted.

Limitation of Liability:

The following statement applies if the supply of products is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'Millform', 'You' means the 'Customer' and 'goods' means Millform 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 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.

Notwithstanding the preceding clause and to the extent permissible by law, the liability of Millform is limited, in relation to its products and at the option of Millform to:

- Replacing the faulty product or the supply of equivalent product;
- The repair of the faulty product;
- The payment of the cost of replacing the faulty product or of acquiring equivalent product; or
- The payment of the cost of having the faulty product repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and Millform is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the customer for any:

- Increased costs or expenses;
- Loss of revenue;
- Loss of profit or anticipated profit;
- Loss of business;
- Loss of business reputation;
- Loss of contracts;
- Loss of opportunities;
- Loss of anticipated savings;
- Loss of goodwill;
- Any loss or expense resulting from a claim by a third party;
- Any other loss suffered by a party as a result of a breach of this Warranty that cannot reasonably be considered to arise directly and naturally from that breach, including special, indirect or consequential loss or damage of any nature whatsoever caused by Millform's failure in complying with its obligations or the customer's failure due to accident damage, impact, misuse or negligence.

To make a claim under this Warranty the customer must provide proof of purchase and date of installation of product, and must contact Millform at:

Address:	22 Shale Place Eastern Creek NSW 2766
Phone:	02 9832 6900
Email:	enquiries@millform.com.au
Web:	www.millform.com.au

Product Warranty customer order

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Where strength matters

P: 1300 645 376
E: enquiries@millform.com.au
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