

# NUVEX PARTITIONING SYSTEM 18 YEAR LIMITED WARRANTY



*Dotmar EPP Pty Ltd ABN 82 714 271 936 (hereafter called "Dotmar"), warrants that for a period of fifteen (18) years from the date of delivery Nuvex Partitioning Panels, (hereafter called the "System") will be free from defects due to faulty manufacture or workmanship and will not delaminate, splinter, crack, flake, chip, peel, rust, corrode, rot or swell. Dotmar also warrants that for a period of twelve (12) months from the date of installing a System, all hardware and the installation workmanship will not fail to operate in accordance with their intended use.*

## **This warranty is subject to the following conditions:**

1. The System is installed in strict accordance with the Dotmar's installation guidelines and drawings and the relative building code which are current at the date of installation.
2. The warranty shall not be applicable if the defect has resulted from any failure or defect in the building or substructure to which the System is attached, including but not limited to setting, shifting, distorting, or movement of the walls or foundation of the structure, extraordinary wear and tear, violent action of the elements such as cyclonic conditions, earthquakes, gales, lightening, hail, fire, floods or vandalism, misuse, neglect, or improper handling of the System before, during or after installation.
3. The warranty shall not be applicable if the defect has resulted from accidental or intentional damage caused by a person, animal, vehicle of any type, machinery, excessive heat, cleaning equipment or direct sunlight.
4. The warranty is effective only with regard to the original installation of the System and not to any subsequent re-installation, unauthorised repair, alteration, penetration or post surface treatment to the original System.
5. The System must be maintained, used and protected in accordance with Dotmar's published guidelines, a copy of which may be obtained, free of charge by writing directly to Dotmar at the address detailed in clause "6".
6. The warranty is limited to and only extends to the original purchaser of the System. All claims under this warranty must be made in writing to the State Manager within seven (7) days of the first person to become aware of the defect. All claims must include a copy of the original purchase documentation and a sample of the defective part of the System.

## **Subject to statutory obligations under this Warranty, Dotmar's liability will be limited to Dotmar's choice of one of the following options:**

- (i) Providing the same material in a quantity sufficient to replace the defective part of the System;
- (ii) Providing the equivalent material in a quantity sufficient to replace the defective part of the System;
- (iii) The cost of repairing the defective part of the System.
- (iv) A refund equating to the original purchase price of the defective part of the System.

## **Dotmar shall not be liable for:**

- (a) Labour costs associated with the removal or repair of the defective System, or installation of the replacement System;
- (b) Injury to persons, damage to property, loss of income, profit or business, or any other direct or indirect loss arising from or caused in any way by the defective System.

Dotmar reserve the right to inspect a building prior to issuing a warranty and / or to inspect and conduct tests necessary at any time after a claim is made under this warranty.

This warranty is not transferable or assignable and is given in lieu of all other considerations or warranties expressed or implied except to the extent that any statute applicable to this warranty permits.

**NUVEX**<sup>®</sup>  
ARCHITECTURAL PRODUCTS

**DOTMAR**  
ENGINEERING PLASTIC PRODUCTS