

50 Year Product Warranty

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure.

1. Provider of Warranty

Nuflow Technologies 2000 Pty Ltd
ABN 25 109 601 345
20 Central Park Ave, Ashmore, Qld 4214
PO Box 584, Ashmore City, Qld 4214
Phone: 07 5597 1455 Fax: 07 5597 1655
Email: admin@nuflow.net

2. What does this warranty cover?

Nuflow warrants that the Nuflow BlueLine liner is free from defects, subject to normal use, correct installation, reasonable maintenance and the exclusions set out in this warranty.

3. How long does the warranty last?

This warranty is for a maximum of 50 (fifty) years from the commencement date.

4. What will Nuflow do if there is a defect?

Subject to the exclusions in clauses 5 and 6, Nuflow will repair (by any means in its sole discretion), replace, or re-install any defective part or portion of the Nuflow BlueLine liner covered under this warranty.

5. What is not covered by this warranty?

- 5.1 Nuflow's liability under this warranty is limited to the cost of repairing, replacing or re-installing any defective Nuflow BlueLine liner. Nuflow will not provide any other form of compensation or be liable to pay any other costs associated with any ancillary damage.
- 5.2 Nuflow is not liable for, and this warranty does not cover (subject to the provisions of the Australian Consumer Law):-
 - 5.2.1 failure caused by, contributed in whole or in part by, or resulting from any of the following:
 - (a) abuse, such as, without limitation, vandalism;
 - (b) the introduction into the piping system of any chemical that would not be permitted in household sewer drainage systems and/or at temperatures greater than the domestic hot standard;
 - (c) natural disasters or causes, such as, without limitation, flooding, storm, lighting, cyclone or earthquake;
 - (d) attachments to or modifications of the piping system not authorised by Nuflow;
 - (e) external causes, where external, physical or chemical qualities produce damage to the epoxy lining such as, without limitation, an unsuitable or hostile environment including the use of a flame or torch on the epoxy lining; and/or
 - (f) another cause beyond Nuflow's control including other stresses placed on the pipe or its contents that are not considered normal to the original intended use or function of the piping system;
- 5.3 any economic loss or damage for any consequential or indirect economic loss or damage caused directly or indirectly by:-
 - 5.3.1 the actions, admissions, or stability of the independent contractor(s) who install or service the Nuflow BlueLine liner;
 - 5.3.2 acts of God;

- 5.3.3 corrosion or failure of the host pipe to which the Nuflow BlueLine lining system is attached;
- 5.3.4 settling of the host pipe system;
- 5.3.5 root intrusion arising from areas outside of the installed Nuflow BlueLine liner, and/or
- 5.3.6 use of corrosives, vases fluid, acids, grease or other fluids other than the Nuflow BlueLine liner was designed to carry;
- 5.4 any injury, loss or damage to persons or property arising out of or in any way as a consequence of the installed Nuflow BlueLine liner, including any incidental loss or damage to persons or property, loss of use, inconvenience or other incidental or consequential costs; and/or
- 5.5 any other expense not authorised by Nuflow

6. Exclusions of other representations.

Nuflow excludes all other representations, warranties, conditions, and promises in relation to the quality, fitness or suitability of the Nuflow BlueLine liner except those which are set out in this warranty and/or by virtue of law, cannot be excluded.

7. What Nuflow must do to honour this warranty.

- 7.1 If you make a claim, Nuflow will verify and promptly inspect your claim and advise you whether this warranty responds to your claim.
- 7.2 Assuming the claim falls within this warranty, Nuflow will notify you how it proposes to fix the defect(s) and carry out those works promptly.

8. What you must do and how to claim.

- 8.1 To make a claim you must contact Nuflow in writing at the postal address stated in clause 1. (You are welcome to contact Nuflow by phone or email if the matter is urgent, but this cannot be in lieu of communication to the postal address.)
- 8.2 You must provide Nuflow with the following information and any other additional information Nuflow may require:
 - 8.2.1 who installed the Nuflow BlueLine liner;
 - 8.2.2 where the Nuflow BlueLine liner was installed;
 - 8.2.3 the date of installation;
 - 8.2.4 a copy of the quote and a receipt of payment;
 - 8.2.5 details about the nature and extent of the defect(s) and how you came to confirm it; and
 - 8.2.6 any video, picture or written evidence you have in relation to the defect(s).
- 8.3 To entitle you to claim, you must give Nuflow the opportunity to investigate your claim prior to engaging any other person to investigate or carry out works on the Nuflow BlueLine liner. A failure to do so will void this warranty.

9. Can I transfer this services warranty?

This warranty is transferable to a new owner of the property for a \$400.00 administrative fee payable to Nuflow, us at the closing of the property transaction, and is otherwise non-transferable.

10. Do I have to pay the cost of making a claim?

- 10.1 Nuflow will not charge you for processing your claim on the warranty.
- 10.2 If this warranty responds to your claim, Nuflow will be responsible for the service and/or labour costs associated with the work under this warranty.
- 10.3 You are responsible for the following costs:
 - 10.3.1 Those incurred by you in making a claim and any costs incurred prior to Nuflow being made aware of your claim; and
 - 10.3.2 Nuflow's costs to investigate your claim if the investigation reveals the claim is not covered by this warranty. In which case, Nuflow will issue you an invoice to be paid without delay.

11. Warranty in addition to rights under law.

The benefits to you under this warranty are in addition to the other rights and remedies you have under a law in relation to the goods or services to which the warranty relates.

Warranty Commencement Date: _____

Warranty Owner (Customer)

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY/TOWN: _____ STATE: _____ POSTCODE: _____

PHONE: _____ EMAIL: _____

Nuflow Franchise Warranty Executed by (Please Sign):

COMPANY NAME: _____

ADDRESS: _____

CITY/TOWN: _____ STATE: _____ POSTCODE: _____

PHONE: _____ EMAIL: _____

AUTHORISED NAME: _____

SIGNATURE: _____

Nuflow Head Office Warranty Executed by:

NUFLOW TECHNOLOGIES 2000 PTY LTD
20 Central Park Ave, Ashmore QLD 4214
Phone: +61 7 5597 1455
ABN 25 109 601 345



Sole Director and secretary - Ed Ahern