

WARRANTY-TERMS & CONDITIONS

1. In this warranty, the following terms have the following meaning:
 - a. **“Company”** means Aus Steel Pty Ltd ACN 073 493 562.
 - b. **“Host Dwelling”** means the dwelling in which the steel framing products supplied by the Company are incorporated into.
 - c. **“Loss”** means damage, loss, cost, expense or liability (whether actual or contingent).
 - d. **“Recipient”** means the party who is the original legal owner of the Host Dwelling in which the steel framing products are first incorporated into.
 - e. **“Structural Integrity”** means that it remains free from defects that cause the structure to fail in a substantial manner.
 - f. **“Warranty”** means that set out in clause 2.
2. Subject to the terms set out herein, the Company warrants the Structural Integrity of the steel framing products to the Recipient for the period in which the Recipient is the legal owner of the Host Dwelling (**“Warranty”**).
3. Where the Recipient lawfully seeks to rely upon the Warranty in a claim against the Company (or any other party through the Company) and is successful in such a claim then the Recipient’s recourse, damages and/or Loss claimed is limited to, at the sole discretion of the Company, either of the following:
 4. Rectification of the steel framing products by the Company;
 5. Replacement of the Steel Framing Products by the Company; or
 6. The provision to the Recipient of monetary compensation to the reasonable value of rectification or replacement, at the Company’s discretion.The Recipient’s recourse, damages and Loss that may be claimed against the Company shall also be reduced by the value of any insurance payout received by the Recipient as a result of the incident giving rise to any claim.
 1. The Company’s liability to the Recipient under this Warranty, and generally, shall not include or extend to Loss or damage from injury or death to persons, loss of income, loss of profits, or any other indirect Loss (including Consequential Loss).
 2. The Company’s liability to the Recipient under this Warranty, and generally, is reduced to the extent that it is caused or contributed to by the acts or omission of the Recipient or any third party.
 3. The Warranty is in addition to any statutory warranty insurance guarantee or scheme in force within the relevant state of Australia.
 4. The Warranty is specific to the Recipient and is not transferrable or assignable to any other party, including, but not limited to, subsequent owners, tenants or occupants of the Host Dwelling or to any subsequent users of the steel framing products. The Warranty period shall cease at the date upon which the Recipient is no longer the legal owner of the Host Dwelling in which the steel framing products are incorporated into.
 5. The Warranty is subject to and conditional upon the following:
- 8.1 The steel framing products having been acquired by the Recipient from a licensed builder who acquired the steel framing products directly from the Company pursuant to a Company supply contract;
- 8.2 The steel framing products and the Host Dwelling at all times being installed, stored, used and maintained strictly in accordance with:
 - (a) Guidelines, instructions or contractual provisions from the Company;
 - (b) Guidelines, instructions or contractual provisions from the builder who provides the steel framing products to the Recipient;
 - (c) Guidelines, instructions or contractual provisions from any other applicable experts or professionals including engineers;
 - (d) The Building Code of Australia;
 - (e) Guidelines, instructions or contractual provisions from CSIRO; and
 - (f) All relevant Australian Standards;
- 8.3 The steel framing products are being used for their intended purpose;
- 8.4 The Recipient not making any structural alterations to the Host Dwelling for the period of the Warranty;
- 8.5 The Host Dwelling being used at all times only for residential and domestic use;
- 8.6 Compliance with maximum load bearing weights being the lesser of those stated in the materials referenced in clause 8.2 and the following: (a) Dead Loads: Roof – 0.25kPa; Roof plus solar panels – 0.45kPa; Floor (General Areas w/ typical lightweight floor sheeting/floor finishes) – 0.4kPa; Floor (wet areas) – 0.55kPa; Floor (Balcony) – 1kPa; Floor (Hebel) – 0.75kPa; and (b) Live Loads: Roof – 0.25kPa and 1.1kN whichever worst case; Floor – 1.5kPa and 2kPa for the area considered i.e. normal or balcony, 1.8kN.
- 8.7 The Warranty does not cover failure or defects in the steel framing products that is caused or contributed to by natural forces or events, including termites, weather, storm, fire, rain, flood, earthquake, wind and any other similar ‘act of god’.
- 8.8 The Warranty does not cover failure or defects in the steel framing products that is caused or contributed to by issues with any of the following: abnormal site conditions and or changes to site conditions (including landscaping), footings, fittings and fixtures, drainage, plumbing, flashings, water proofing treatments, internal wall lining, and solar panels;
- 8.9 The Recipient notifying the Company in writing within thirty (30) days of the Recipient first becoming aware of the defect in the steel framing products; and
- 8.10 The Recipient and builder having paid in full for the steel framing products.