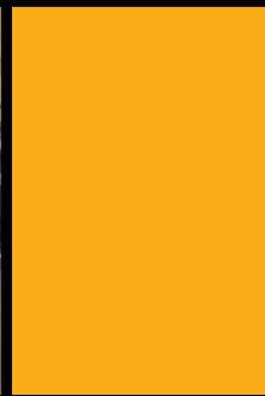


# LYSAGHT LIVING COLLECTION<sup>®</sup>

## Structural Performance Warranty



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## Structural Performance Warranty

### Australian-made to last

When you buy a LYSAGHT Living Collection<sup>®</sup> (LLC) structure you can be comfortable with the knowledge you're buying a system that's been rigorously tested for performance, and backed by the strength and reputation of one of Australia's leading manufacturers, BlueScope Steel Limited.

Subject to the terms and conditions set out herein, Lysaght Building Solutions Pty Ltd (ABN 61 103 232 444) of Level 11, 120 Collins Street, Melbourne VIC 3000 (LBS) warrants that, on a pro-rata basis for a period of 20 years from the date of installation\*, the LYSAGHT Living Collection<sup>®</sup> structure (Structure) will be structurally adequate for the designed purpose. "Structurally adequate" means the Structure is able to withstand the design loads required of the Structure, as determined by the design software, known as Cc Builder™, based on information supplied by the Customer.

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 unforeseeable loss or damage. You are also entitled to have goods replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

\*Date of installation means (i) the date the Structure was installed; or (ii) 3 months following the date of purchase, whichever is earlier. Proof of purchase must be provided should a claim be made.

# The LYSAGHT Living Collection® Warranty is subject to the following terms & conditions:

## 1. GENERAL

- 1.1 The LYSAGHT Living Collection® structure (Structure) must be installed in accordance with the LLC installation recommendations published by LBS and current at the Date of Installation. Installation recommendations encompass software generated Cc Builder™ drawing outputs and published construction guides.
- 1.2 The Customer must regularly inspect the Structure and undertake routine maintenance in accordance with the LLC Maintenance Manual available at [www.lysaghtlivingcollection.com.au/information/care-and-maintenance](http://www.lysaghtlivingcollection.com.au/information/care-and-maintenance).
- 1.3 LBS must be advised in writing of any defect in the Structure within 30 days of the date of the defect occurring and within the Warranty Period.
- 1.4 The Warranty is issued to the Customer and is not transferable to any other party, including a subsequent purchaser of the Site Address. If the Structure is dismantled and re-erected, whether at the Site Address or alternate location, this Warranty will cease to be of any force or effect.

## 2. LIMITS OF LIABILITY

- 2.1 LBS acknowledges that consumer legislation contains certain guarantees for the supply of goods or services that cannot be excluded, restricted or modified by these terms and conditions. For example, for Consumers, goods come with non-excludable guarantees that they are of acceptable quality and fit for the purpose for which they are commonly acquired or for a purpose made known to LBS and based on which the goods are supplied. Nothing in these terms and conditions is intended to exclude or restrict the application of such laws.
- 2.2 Subject to clause 2.1, to the maximum extent permitted by law, LBS' liability for any breach of the Warranty is limited to the remedies described in clause 3 below and LBS will not accept liability for any of the following:
  - a) Injury to persons, or damage to property;
  - b) Incidental, indirect, special, punitive or consequential loss or damage, loss of profits, loss of revenue, loss arising from interruption to business, loss of goodwill or business, however they occur; or
  - c) Installation or labour costs due to either the removal of defective Structure or the fixing of replacement Structure.

## 3. REMEDIES

- 3.1 Subject to clause 2.1 and to the maximum extent permitted by law, if a claim is made under this Warranty, LBS' liability will be limited (at LBS' option) to the replacement of the defective portions of the Structure or the cost of the replacement of the defective portions of the Structure on a pro-rata basis in accordance with the following principles:
  - a) Where LBS replaces a defective Structure or a portion of it, the Customer must contribute an amount equal to 1/20th of the current retail price of the replacement Structure or portion of it per year (or part thereof) which has passed since the Date of Installation.

- b) Where LBS pays for the cost of replacing a defective Structure or a portion of it, the Customer must contribute an amount equal to 1/20th of the current retail price of the replacement Structure or portion of it per year (or part thereof) which has passed since the Date of Installation.

For example, if a warranty claim is made 10 years into the 20 year pro rata warranty, the Customer must contribute 10/20th or 50% of the cost of the replacement structure.

- 3.2 LBS will not be responsible for any labour costs associated with the removal or replacement of any defective Structure or portions thereof.

## 4. EXCLUSIONS

- 4.1 The Warranty excludes any failure of, or defect in, the Structure (or part thereof) due wholly or partly to any of the following causes:

- a) defects or damage caused by improper installation, fire, accidental damage, neglect, abuse, mistreatment, unsuitable roof traffic, incompatible materials, storm, tempest or act of God;
- b) damage caused by the failure to carry out routine maintenance in accordance with the LLC Maintenance Manual available at [www.lysaghtlivingcollection.com.au/information/care-and-maintenance](http://www.lysaghtlivingcollection.com.au/information/care-and-maintenance);
- c) failure to install the Structure in accordance with the plans and specifications produced by the Cc Builder™ software or where incorrect information has been entered into the software;
- d) any attachments or additions, either permanent or temporary, that compromises the structural integrity of the Structure;
- e) the inadequacy of any supporting structure (i.e. that the Structure is attached to) to withstand the loads imposed by the Structure;
- f) any enclosure of the Structure where the relevant enclosure was not determined at the time of the design of the Structure;
- g) damage to or defect in the Structure arising from any event beyond LBS' reasonable control or arising from an insurable risk of the Customer;
- h) any materials not supplied or specified by Cc Builder™ and any defect arising from their use;
- i) abnormal or corrosive environment damage, caused in whole or in part by any of the following:
  - i. Installation of the Structure at a location within 1 kilometre from a marine or industrial environment;
  - ii. chemical agents, fumes, liquids or solids (other than direct rain) coming in contact with the Structure;
  - iii. the Structure coming in contact with soils, ashes, fertilisers or moisture retaining substances;
  - iv. the Structure coming in contact with lead or copper or subject to run-off from copper pipes and flashings;

- v. the Structure coming in contact with salt-water, swimming pool-based water or where the Structure is not regularly washed down with fresh water as per the LLC Maintenance Manual available at [www.lysaghtlivingcollection.com.au/information/care-and-maintenance](http://www.lysaghtlivingcollection.com.au/information/care-and-maintenance);
- vi. any coating applied to the Structure;
- vii. any material applied to the Structure with the potential to trap moisture;
- viii. damage due to the failure to remove debris and/or failure to provide free drainage of water, including internal condensation, from all surfaces of the Structure;
- ix. damage caused by contact with wet or green timber;
- x. damage due to unusually corrosive environments at any time in the future;
- xi. hail damage.

## 5. DEFINITIONS

Authorised LLC Dealer means a person or business authorised by LBS to use the Cc Builder™ and sell the Structures.

Consumer means a person who acquires Structures where:

- (i) The amount paid or payable for the Structures did not exceed \$40,000; or
- (ii) The Structures were of a kind ordinarily acquired for personal, domestic or household use or consumption, unless the Structures were acquired for the purpose of re-supply or the purpose of using them up or transforming them in trade or commerce.

Date of Installation means the date the Structure was installed by the Dealer or 3 months following the date of purchase, whichever is earlier.

## CLAIMS UNDER THE LYSAGHT LIVING COLLECTION® WARRANTY

To make a claim under the Warranty, Customers must provide in writing, detail of the claim including proof of purchase and detail of the installer to:

Lysaght Building Solutions Pty Ltd  
Attn: LYSAGHT Living Collection® Manager  
GPO Box 2695 SYDNEY NSW 2001

In the event a Customer considers there to be a defect and submits a Warranty claim, LBS reserves the right to inspect the installed Structure at any time. You must provide us or our nominated representative with safe access to the Structure to assess whether it gives rise to a legitimate claim under this Warranty.

Subject to clause 2.1 of the Warranty terms and conditions, if any Structure is replaced pursuant to this Warranty, any express warranty in respect of such Structure will extend for the remainder of the Warranty Period only.

LBS reserves the right to modify or discontinue any of its products. In the event the Structure covered by this Warranty is no longer available at the time of a valid claim, LBS retains the right to substitute a product that in LBS's determination is of equal grade and quality to the Structure or any component thereof.



# Warranty Registration

To register your new structure for the LYSAGHT Living Collection® Structural Performance Warranty visit:  
[www.lysaghtlivingcollection.com/warranty](http://www.lysaghtlivingcollection.com/warranty)

OR  
 Fill in your details and mail to our customer warranty centre

I certify I am the owner of the LYSAGHT Living Collection® structure and accept the terms and conditions of the Structural Performance Warranty and acknowledge that if I don't meet any of the requirements contained within I may void my right to make a claim. I have read, understood and agree to the terms and conditions of the Structural Performance Warranty.

Signed \_\_\_\_\_

Title  Mr  Mrs  Ms  Mr & Mrs  Dr  Prof

Full Name \_\_\_\_\_

Address \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_

Email \_\_\_\_\_

Authorised Dealer \_\_\_\_\_

Installer Name (if different) \_\_\_\_\_

Date of Installation \_\_\_\_\_

Style  Skillion  Pitched Gable  Pitched Hip

Pitched Dutch  Designer



# Care & Maintenance Guidelines

Regularly follow these simple steps to keep your LYSAGHT Living Collection® home addition looking good for years to come:

- Give your new addition a regular wash down with water to remove accumulated dirt and grime
- Take particular care to rinse areas unwashed by rain such as the underside of roofs and gutters and beams
- Rinse and clean the gutters, ensuring any downpipes are not obstructed

For more detailed information on care and maintenance of your new LYSAGHT Living Collection® verandah, patio or carport refer to our Care and Maintenance section at:

[www.lysaghtlivingcollection.com.au](http://www.lysaghtlivingcollection.com.au)



AFFIX  
STAMP  
HERE

BlueScope Steel Direct  
Locked Bag 8825  
Wollongong DC 2500