

### **BGC Insulation Representation**

BGC Insulation is a member of Insulation Australasia Limited and as such conforms to an Industry Code of Conduct designed to protect consumers.

# 6 Year - Celltherm (Cellulose Fibre Insulation) Product Warranty

For the purpose of this Warranty:

- "the Product' means Celltherm Cellulose Fibre Insulation manufactured and sold by BGC Insulation to you; and
- "Guarantee Period" means 6 years from the date of installation of the Product.

## Guarantee additional to legal rights

This Guarantee is provided in addition to any Warranty or Guarantee imposed by Law and in particular the Guarantees implied by the Competition and Consumer Act 2010 (Cth).

The Products 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 Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

#### The Product:

- will not contain any mineral, fibre, (glass asbestos or rock); and
- is manufactured to meet Australia Standard AS/NZS 4859.1:(Current) MATERIALS FOR THE THERMAL INSULATION OF BUILDINGS GENERAL CRITERIA AND TECHNICAL PROVISIONS, that includes Demonstration of Compliance Certification as per Section 4 (4.1 4.2 4.3 4.4)

The Product is guaranteed to insulate to the R Value ordered during the Guarantee Period and during the Guarantee Period:

- will not shrink or blow around,
- will repel and not give sustenance to vermin,
- will be permanent and not deteriorate,
- · will not readily absorb moisture,
- · will not emit dangerous fumes

If the Product fails to meet the above standard then BGC Insulation will at its discretion, either repair or replace the defective Product, supply equivalent Product or pay for the repair, replacement of the defective Product.

### **Exclusions**

- This Warranty does not apply if the Product is installed by anyone other than a BGC Insulation approved Contractor.
- This warranty only covers the Products that are manufactured by BGC Insulation. Other products or materials used may be covered by other Manufacturer's Warranties, or the Australian Consumer Law: see Other Product Warranties below.
- C This Warranty does not apply to:
- defects arising out of any factor beyond the control of BGC Insulation (including workmanship of others, acts of God, natural disasters, war or riot, hail, storm or tempest)
- altering or tampering or disturbing of the Product by trades, people and or animals entering or working within insulated roof spaces
- · water ingress and subsequent damage

### **Warranty Claims**

Should you wish to make a claim under this Warranty you are required to first notify BGC Insulation (as set out below) and provide evidence of the claimed defective Product. BGC Insulation must have an opportunity to investigate and approve the claim.

You must provide proof of purchase as a consumer (showing the purchase date) and make written claim (including costs of claiming) to BGC Insulation at the address specified within One (1) month after the defect was reasonably apparent.

This Warranty is given by BGC (Australia) Pty Ltd T/A BGC Insulation - Perth

ABN 62 005 736 005 013

85 Vulcan Road, Canning Vale, Western Australia 6155

Postal Address: PO Box 1408, Canning Vale, Western Australia 6970

Telephone: +61 8 9334 4990 Facsimile: +61 8 9334 4991 Email: insulation@bgc.com.au Website: www.bgc.com.au

### Other Product Warranties

BGC Insulation incorporates or utilises only the highest quality "Other Products" sourced from only reputable manufacturers or suppliers.

Such "Other Products" may include:

- Insulation Batts Ceilings and Walls
- Sarking Roofs an Walls
- Anti Condensation Blankets Roofing
- Fire Walls Batts and Blankets
- Fibre Free Insulation Materials

Other Products may be covered by the Manufacturer or Suppliers Guarantees or Warranties and any statutory warranties pursuant to the Australian Consumer Law.

Where Other Products are subject to Warranties and Guarantees by the Manufacturer or Supplier, BGC Insulation assigns those Guarantees or Warranties (whether expressed or implied) to the person to whom the Other Products are supplied.

In order to claim under a Manufacture's or Suppliers Guarantee or Warranty for Other Products, you will need to comply with that Manufacturer's or Supplier's requirements. Usually the process is simple and BGC Insulation will provide reasonable assistance to you with regard to your sourcing of information and/or documentation from the Product Manufacturer or Supplier of the Other Products.

# 6 Year Installation Warranty

## Guarantee additional to legal rights

This Warranty is provided in addition to any Warranty or Guarantee imposed by Law and in particular the Guarantees implied by the Competition and Consumer Act 2012 (Cth).

For the purpose of this Warranty

- "Product" means Celltherm Cellulose Fibre Insulation manufactured and sold by BGC Insulation to you;
- "Guarantee Period" means 6 years from the date of installation of the Product; and
- 'Installation Services" means installation of the Product or Other Product by a BGC Insulation approved contractor.
- "Other Product" means product not manufactured by BGC Insulation including without limitation insulation batts, sarking, anti-condensation blankets, fire walls, fibre free insulation materials.

The Installation Services come with guarantees that cannot be excluded under the Australian Consumer Law, under which:

- for a major failure, you are entitled to re-performance of the Installation Services and to compensation for any other reasonably foreseeable loss or damage.
- You are entitled to have the Installation Services re-performed if the Installation Services fail to be of acceptable quality and the failure does not amount to a major failure.

## Warranty

BGC Insulation Warrants that all Products and Other Products installed by one of BGC Insulation's approved contractors are fixed in accordance with the most current version of Australian Standard AS 3999 (Thermal Insulation of Dwellings – Bulk Insulation – Installation Requirements).

During the Guarantee Period, BGC Insulation agrees to make good any faulty workmanship performed by BGC Insulation approved contractors in carrying out the Installation Services that is not in accordance with the most current version of Australian Standard AS 3999 (Thermal Insulation of Dwellings – Bulk Insulation – Installation Requirements). BGC Insulation will bear the cost of such repair.

Where Installation Services are re-performed by a BGC Insulation approved contractor, this Warranty shall apply to the repairs for the balance of the Guarantee Period.

#### **Exclusions**

- This Warranty does not cover services performed by anyone other than BGC Insulation or a BGC Insulation approved Contractor.
- This Warranty does not apply in relation to faulty Products or faulty 'Other' Products
- This Warranty does not apply to defects arising out of any factor beyond the control of BGC Insulation (including an act of God, natural disaster, war or riot, hail, storm or tempest).

## **Warranty Claims**

Should you wish to make a claim under this Warranty you are required to first notify BGC Insulation (as set out below) and provide evidence of the claimed defective services. BGC Insulation must have an opportunity to investigate and approve the claim.

You must provide proof of purchase as a consumer (showing the purchase date) and make written claim (including costs of claiming) to BGC Insulation at the address specified within one (1) month after the faulty workmanship was reasonably apparent.

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#### **Homeowner Notice**

Please remember that Insulation does the following:

- Limit the flow of heat for a given temperature difference.
- Maintain a temperature difference for a given flow of heat.
- Reduce variation in room temperature.

To obtain maximum benefit from Insulation:

In Summer close windows in the morning and only open them when it is cooler outside than inside.

In Winter keep windows closed. During the day open blinds and curtains to the North to allow sun penetration and close them at night to keep in the heat gained.



**BGC INSULATION** 

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