



## **PRODUCT WARRANTY**

Ecoduct Pty Ltd warrants its low profile PVC duct and fittings against factory defective manufacturing and material for a period of 7 years from date of applicable invoice. Ecoduct's liability hereunder, either for breach of warranty or for negligence is expressly limited, at Ecoduct's option, to A) Replacement at the agreed point of delivery, at no cost to the Purchaser, of any product found by Ecoduct to be defective or found not to conform to the applicable industry manufacturing standards, or B) to the refund or crediting to the Purchaser of the purchase price of such products, provided that Ecoduct is notified immediately upon the discovery of any claimed defect and the representative samples of the allegedly defective product are returned, transportation prepaid, at Ecoduct's request. No claim under this Product Warranty will be considered until the product and representative samplings thereof have been examined by Ecoduct.

The above warranty constitutes the entire liability of Ecoduct. Ecoduct shall not be liable for any incidental or consequential damages directly or indirectly arising or resulting from the sale, transportation, handling, installation or use of the products sold, nor for product losses, reinstallation or labor costs.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ECODUCT.

### **Situations which void this Product Warranty:**

1. Excessive pressure/temperature combination during test or operation.
2. Failure to adhere to Ecoduct's installation instructions and storage instructions.
3. Products that have been subject to abuse, misuse, neglect, accident, improper storage, improper handling, adjustment, contact with incompatible materials or chemicals or corrosion.
4. Ecoduct must be stored inside and away from prolonged sunlight (UV).
5. Acts of God, including, but not limited to, flood, fire, ground movement or any other natural cause beyond the control of Ecoduct.
6. Malfunction or improper use of installation tools and equipment adversely affecting the product performance.
7. Use of the product under conditions for which the product was not designed, including, but not limited to, improper system design, under-sizing, over-pressure or other negative water features.
8. Ecoduct products that have been modified or altered outside of or beyond Ecoduct's specifications.
9. Duct and fittings used in application other than those recommended by Ecoduct, either on its website, in its most recent catalogue or in the installation instructions.
10. Improper installation and/or design of ventilation system.
11. Use of other than applicable and recommended adhesives.
12. Ecoduct products which have been resold or otherwise disposed of by the original end-user.
13. Ecoduct must be notified of any defect prior to repair and such repairs must be authorised by Ecoduct.
14. The Purchaser must provide Ecoduct the opportunity to view and test duct and fitting samples suspected to be defective including inspection of installation procedures and site conditions.

### **How to make a claim.**

To make a claim under this 7 Years Warranty, the Ecoduct product must be returned to Ecoduct for evaluation and disposition. When returning the product, please include (i) written proof of purchase, and (ii) a written description of the claimed defect(s) with a photo of the application, if possible.

Ecoduct shall have two (2) weeks following receipt of any warranty claim to complete the investigation of the claimed defects. The original user or authorized distributor shall give Ecoduct (or its agents) reasonable access to the application of the product for inspection purposes.