



## LIMITED WARRANTY

This warranty is limited to CTA™ brands Prohesive™, MCB™, Aqua Blok™, Problend™ and EcoSystems™.

Construction Technologies Australia Pty Ltd (CAN 126 262 842) ("CTA™") warrants its products for a period of twelve (12) years from the date of sale, subject to the following provisions:

1. The representations and recommendations regarding the product contained in the Product Datasheet are based on tests of the product which CTA™ believes to be reliable. However, CTA™ does not provide any guarantee of the accuracy of such tests due to the great range of field conditions and variations encountered in raw materials, manufacturing equipment and methods. Accordingly, CTA™ strongly recommends that the purchaser undertake its own tests of the product to determine the suitability of the product for the purchaser's particular purpose.
2. The purchaser must immediately notify CTA™ of any alleged defect, fault or failure in relation to the product.
3. The purchaser will be liable for all costs associated with making a claim under this warranty.
4. The purchaser must take all reasonable steps as notified by CTA™ in relation to the faulty product.
5. CTA™ reserves the right to inspect any alleged defect, fault or failure of the product.
6. The obligations of CTA™ under this warranty will be limited to one of the following at the election of CTA™:
  - a) Replacement of the product; or
  - b) Refund of the purchase price of the product.
7. To the fullest extent permitted by law, this warranty will be immediately void and CTA™ shall not be liable in the event of any of the following:
  - a) If the purchaser does not arrange for a representative of CTA™ to inspect the alleged defect, fault or failure of the product;
  - b) If CTA™ determines in its absolute discretion that the product is not suitable for the purchaser's particular purposes and such unsuitability would have been apparent had the purchaser conducted its own tests of the product prior to using the product;
  - c) If CTA™ determines in its absolute discretion that the product has not been used in accordance with any applicable general standards or regulations (including but not limited to AS 3958.1 – 2007);
  - d) If CTA™ determines in its absolute discretion that the product has not been used in accordance with CTA's written directions for use;
  - e) If CTA™ determines in its absolute discretion that the failure of the product arises directly or indirectly from deliberate or accidental damage, neglect or modification by any person; or
  - f) If CTA™ determines in its absolute discretion that the alleged defect, fault or failure of the product is due to:
    - i. A defect in the tile that has been used with the product; or
    - ii. Distortion or settling of the surface on which the product is used.

Signed for and behalf of CTA™ Pty Ltd

### Authorised CTA™ representative

Version 2 - 01122011

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