

COLORBOND® steel for fencing when used in the manufacture of fence posts, rails & infill panels in Australian applications

Purpose of this document

1. BlueScope Steel Limited ABN 16 000 011 058 ("BlueScope Steel"), has manufactured the COLORBOND® steel ("Material") used for fence posts, rails and infill panels (inclusive) ("End Product") to be supplied to {CUSTOMER NAME} ("You").
2. BlueScope Steel prides itself on the quality of all of its steel materials and products.
3. This Warranty offers You **rights and protection** in respect of the Material used for the End Product.
4. This Warranty is applicable to installed fencing materials, where the infill panel has a base thickness of 0.35mm or greater.

Rights and protection (subject to Limitations and Qualifications set out below)

5. BlueScope Steel warrants that the Material used for the End Product for use at {SITE ADDRESS} will have a life prior to corrosion to perforation in the natural elements of {PERIOD} years from {INSTALL DATE}, being the date of installation.
6. BlueScope Steel warrants that the exterior paint system of the Material will not flake or peel for a period of {PAINT PERIOD} years from {INSTALL DATE}, being the date of installation.
7. **Please note:**
 - a. This Warranty is subject to the limitations and qualifications set out below. Please read these limitations and qualifications carefully. If you have any questions please contact BlueScope Steel Direct or your local BlueScope Steel business. All referenced Technical Bulletins and Corrosion Technical Bulletins are available from www.steel.com.au; and
 - b. The period of this Warranty has been determined in consideration of the intended use of the End Product and the location at which the End Product will be used.

Rights of Consumers under the Australian Consumer Law

8. Clause 9 applies to You if:
 - a. the amount paid or payable for the End Product did not exceed \$40,000 (except where the End Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption, and BlueScope Steel has limited its liability in a manner permitted by the Australian Consumer Law, in which case Your rights are limited to that extent); or
 - b. the End Product is of a kind ordinarily acquired for personal, domestic or household use or consumption,unless You acquired the End Product for the purpose of re-supply or the purpose of using it up or transforming it in trade or commerce.
9. BlueScope Steel 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.
10. The benefits given to You by this warranty are in addition to other rights and remedies You may have under a law in relation to the End Products.

Limitations and qualifications

11. Subject to BlueScope Steel's obligations under applicable laws which cannot be excluded, modified or restricted under law, including as described in clauses 9 and 10:
 - a. BlueScope Steel 's liability to You:
 - i. shall be limited to BlueScope Steel's choice of one of the following options:
 - A. providing the same Material in a quantity sufficient to replace the defective End Product; or
 - B. providing equivalent Material in a quantity sufficient to replace the defective End Product; or
 - C. the cost of repairing the defective End Product,
 - ii. shall not include or extend to:
 - A. labour costs associated with the removal or repair of the defective End Product, or installation of the replacement End Product; and

- B. injury to persons, damage to property, loss of income, profit or business, or any other indirect loss arising from or caused in any way by the defective End Product.
- b. This warranty does not cover corrosion to perforation, paint flaking or peeling, wholly or partly due to an event or cause beyond the reasonable control of BlueScope Steel, including without limitation each of the following:
- i. defects attributed to faulty design, method of manufacture or installation of the End Product;
 - ii. mechanical, chemical or other damage sustained during transport, handling, storage, erection or subsequent to erection;
 - iii. attack from chemical agents (including sunscreen), fumes, liquids or solids other than direct rain falling onto the End Product;
 - iv. contact with soils, ash, fertilizer, moisture retaining substances, lead or copper and other dissimilar metals, chemical agents, liquid from copper flashings or copper pipes, green or wet timber or treated timber. Refer to Corrosion Technical Bulletin CTB-12 "*Dissimilar Metals*" and CTB-13 "*Contact with Timber*";
 - v. the rails are not manufactured and installed to allow for water drainage;
 - vi. the infill panel are in contact with or buried in concrete;
 - vii. the infill panel are of a perforated type;
 - viii. the fence is splashed or washed with pool or bore water;
 - ix. failure to remove debris and/or allow free drainage of water (including condensation) from all surfaces of the End Product;
 - x. failure to replace corroded fasteners;
 - xi. installations subject to severe industrial or unusually corrosive environments at any time in the future;
 - xii. accidental or intentional damage by a person or animal;
 - xiii. earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God".
- c. This Warranty does not cover nor extend to, in respect of the exterior paint system, normal weathering which includes a natural reduction in paint gloss and a natural colour change of the paint finish.
- d. This Warranty does not cover against aesthetic surface corrosion including paint blistering, white corrosion product or red rust on cut edges.
- e. This Warranty does not cover against paint flake and peel arising from paint blistering, white corrosion product or red rust.
- f. The application of post paint treatments or systems to the End Product will invalidate this Warranty.
- g. For this Warranty to be and remain effective, the following must occur:
- i. the Material must be installed greater than 1km from marine or industrial influences;
 - ii. the Material must be prime material and have an official COLORBOND® steel brand;
 - iii. the Material must be installed, used and maintained in strict accordance with, in order of preference, BlueScope Steel guidelines including all relevant Technical Bulletins and Corrosion Technical Bulletins and all applicable industry standards current at the date of installation. Where no standard applies, the Material must be installed in strict accordance with the Manufacturer's published installation guidelines current at the time of installation;
 - iv. all fasteners or components fixed to or used with the Material must be manufactured from materials approved by BlueScope Steel. Refer to Corrosion Technical Bulletin CTB-12 "*Dissimilar Metals*", and Technical Bulletin TB-16 "*Fasteners for Roofing, Walling and Accessory Product – Selection Guide*";
 - v. the Material, as supplied, must not at any time come into contact with an incompatible material; and
 - vi. the Material must be maintained in accordance with BlueScope Steel's maintenance guidelines as published in Technical Bulletin TB-4 "*Maintenance of COLORBOND® steel and ZINCALUME® steel*". This includes a minimum 6-monthly washing with fresh water of those areas not normally exposed to rain.
- h. This Warranty excludes all other warranties, conditions, offers, promises or assurances, whether express or implied, except to the extent that such warranties, conditions, offers promises or assurances, cannot by virtue of law be so excluded.
- i. If BlueScope Steel provides You with new Materials (whether of the same or equivalent material) to replace the defective End Product covered by this Warranty, the new Materials will be covered by this Warranty for the remainder of its term

as if the new Materials were the original Materials. BlueScope Steel will not provide You with a new Warranty in relation to the new Materials provided to You in accordance with this Warranty.

- j. BlueScope Steel reserves the right to inspect the premises at which the End Product have been or will be used as part of the Warranty registration process and/or inspect and conduct tests as necessary at any time after a claim is made under this Warranty.
- k. This warranty only applies to materials manufactured in Australia by BlueScope Steel Ltd ABN 16000011058.

Enquiries or Notification

- 12. Please note that any claim under this Warranty must be notified to BlueScope Steel within a reasonable time (and in any event no more than 30 days) after You first noticed or ought reasonably to have noticed the issue/defect. If BlueScope Steel is not notified of the claim within a reasonable time of You first noticing the issue/defect, BlueScope Steel may in its absolute discretion deny the claim and BlueScope Steel shall have no liability under this Warranty.
- 13. You will bear the expense of claiming the warranty.

Initiating a Claim

- 14. To initiate a claim under this Warranty, contact BlueScope Steel Direct on 1800 800 789 or steeldirect@bluescopesteel.com

Warranty Reference #: {REFERENCE NUMBER}

Head Office

BlueScope Steel Limited ABN 16 000 011 058
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