

## {FORMAL PRODUCT NAME}

### when used in the manufacture of {PRODUCT PROFILE} in Australian residential detached and horizontally attached dwellings

#### Purpose of this Document

1. BlueScope Steel Limited ABN 16 000 011 058 ("BlueScope Steel") has manufactured the {MATERIAL} ("Material") used for the entire steel building frames ("End Product") to be supplied to {CUSTOMER NAME} ("You").
2. The entire steel building frame is comprised of all the structural walling, roof truss, and intermediate flooring elements.
3. BlueScope Steel prides itself on the quality of all of its steel materials and products.
4. This Warranty offers You **rights and protection** in respect of the Material used for the End Product.

#### 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} ("Host Dwelling") will have a life prior to corrosion to structural failure of {PERIOD} years from {INSTALL DATE}, being the date of installation.
6. **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](http://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

7. Clause 8 applies to You if:
  - a. the amount paid or payable for the End Product did not exceed \$100,000 (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.
8. 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.
9. 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

10. Subject to BlueScope Steel's obligations under applicable laws which cannot be excluded, modified or restricted under law, including as described in clauses 8 and 9:
  - 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 causing structural failure, wholly or partly due to an event or cause beyond the reasonable control of BlueScope Steel, including without limitation each of the following:
- i. aesthetic surface corrosion including white corrosion product or red rust on cut edges;
  - ii. degradation of the frame as a result of prolonged exposure to the external environment during storage, or erection and the intervening period prior to cladding of the structure;
  - iii. failure of framing due to the retention of moisture by any adjoining building materials;
  - iv. corrosion of the framing resulting from the degradation of other materials, components or corroded fasteners;
  - v. defects attributed to faulty design, method of manufacture or installation;
  - vi. mechanical, chemical or other damage sustained during transport, handling, storage, erection or subsequent to erection;
  - vii. contact with soil, ash, fertilizer, moisture retaining substances, lead or copper and other dissimilar metals, liquid from copper flashings or copper pipes, chemical or other agents, fumes, liquids or solids, green or wet timber or treated timber. Refer to Corrosion Technical Bulletin CTB-12 *"Dissimilar Metals"* and CTB-13 *"Contact with Timber"*;
  - viii. failure to remove debris and/or allow free drainage of water (including condensation) from all surfaces of the End Product;
  - ix. failure to install, use and maintain the frame (including frame components outlined below) in accordance with BlueScope Steel's guidelines and applicable industry standards;
  - x. installations subject to severe industrial or unusually corrosive environments at any time in the future;
  - xi. accidental or intentional damage by a person or animal;
  - xii. earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God".
- c. Framing must be separated from the external environment and ground moisture. Without limitation, domestic dwellings incorporating unlined eaves will not be covered by this Warranty.
- d. This Warranty does not cover {MATERIAL} used in the sub-floor space between a suspended floor of a building and the ground. Where the Host Dwelling incorporates a concrete slab-on-ground construction, an impermeable barrier must be installed covering the bottom surface and weatherside flange of the bottom plate for all perimeter walls. Examples of suitable impermeable barriers can be found in Technical Bulletin TB-34 *"Steel Building Frames"*. "Wet areas" as defined in AS3740, require special attention and must be dealt with in accordance with AS3740.
- e. This Warranty does not apply to {MATERIAL} roof battens unless installed with a {MATERIAL} house frame and a steel, zinc or aluminium roof.
- f. The application of post-applied paint treatments or systems to the End Product will invalidate this Warranty, unless specific written advice has been obtained from BlueScope Steel.
- g. For this Warranty to be and remain effective, the following must occur:
- i. the Material is prime material and has an official {MATERIAL} brand;
  - ii. the Material is installed in structure classified as being Building Class 1a by the National Construction Code
  - iii. the Material must be installed, used and maintained in strict accordance with, in order of preference, BlueScope Steel guidelines including without limitation Technical Bulletin TB-34 *"Steel Building Frames"* and all other relevant Technical Bulletins and Corrosion Technical Bulletins (as amended from time to time), all applicable industry standards and the Building Code of Australia 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 flashings, fasteners or components fixed to or used with the Material must be manufactured from materials compatible with {MATERIAL}. Refer to Corrosion Technical Bulletin CTB-12 *"Dissimilar Metals"*, and Technical Bulletin TB-16 *"Fasteners for Roofing, Walling and Accessory Product – Selection Guide"*;
  - v. all fasteners used for fixing {MATERIAL} must offer similar corrosion performance to the frame. Screw fasteners must be suitable for ISO 9223 Category 3. Refer to Technical Bulletin TB-34 *"Steel Building Frames"* for further information regarding the correct use of fasteners with {MATERIAL}; and
  - vi. the Material, as supplied, must not at any time come into contact with an incompatible material.
- h. This Warranty only applies if plates, studs, noggins, chords and webs are made exclusively from {MATERIAL}.
- i. With respect to proximity to salt marine influences, this Warranty does not apply if the Host Dwelling is:

- i. located less than 300m from the high-water mark of "surf" and/or "exposed" influences as defined in Technical Bulletin TB-35 " *Australian Salt Marine Classifications*";
  - ii. located less than 5m from any body of salt water or at a distance less than that stipulated within local council setback regulations; or
  - iii. located on land but situated within a "splash zone". That is, land areas subject to water splashing generated by movement of water within marine bodies, induced by movement of watercraft or driven by wind.
- j. This Warranty is subject to the presence and ongoing maintenance of appropriate flashings, water-proofing treatments and internal wall linings to prevent water ingress over the period of the Warranty.
- k. To make a claim under this Warranty, proof of original ownership of framing made from {MATERIAL} must be provided. The owner of the Host Dwelling grants BlueScope Steel the right to access the building site of the Host Dwelling to inspect and conduct such tests of the frame during construction of the Host Dwelling as are necessary and at any time after a claim is made under this Warranty regarding the performance of the framing made from {MATERIAL} and must obtain consent from any other party affected by BlueScope Steel's right to access the defective End Product.
- l. 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.
- m. If the End Product is installed in a common party wall the subject of joint ownership, You must obtain all necessary consents from any affected party for BlueScope Steel to repair or replace any defective Material under this Warranty.
- n. 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.
- o. 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.

## Enquiries or Notification

11. 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.
12. You will bear the expense of claiming the Warranty.

## Initiating a Claim

13. To initiate a claim under this Warranty, contact BlueScope Steel Direct on 1800 800 789 or [steeldirect@bluescopesteel.com](mailto:steeldirect@bluescopesteel.com)

## Warranty Reference #: {REFERENCE NUMBER}

### Head Office

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