

Warranty against Defects for Commercial Ceiling Products

Armstrong World Industries Pty Ltd ('Armstrong') ABN 58 000361 679

EFFECTIVE XXXXXX 2013

Our goods 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 the goods fail to be of acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

This Warranty Against Defects is for the benefit of the person or company for whom the ceiling product is installed and who has ultimately paid for the product (whether or not through an agent or contractor) ('you'). If you are that person or company but were not the direct purchaser then before you can claim on this Warranty you will need to obtain evidence of purchase (e.g. receipts) from the contractor who purchased the products for your job, and of correct installation, as explained further below.

Warranty Against Defects

Subject to the conditions below, Armstrong World Industries warrants Armstrong® Soundscapes® Acoustical Canopies and Shapes, installed in the building referred to in the schedule and in the quantities listed in the schedule to be free from defects in materials and factory workmanship for a period of One (1) year from the date of the original purchase. If due to faulty materials or manufacture, defects are observed during that period, then we will repair or replace the product for you as described below ('What we will do under this Warranty').

The benefits under this Warranty are in addition to your other rights and remedies under a law in relation to the goods to which this Warranty relates (the Australian Consumer Law). For the avoidance of any doubt, any and all representations or undertakings which are not guaranteed under the Australian Consumer Law, the Australian Competition and Consumer Act or the Australian Competition and Consumer Regulations 2010 ('consumer guarantees') and which are not expressly included in this Warranty are excluded to the extent possible under that legislation, and any legislation that replaces them in the future.

What To Do To Protect Your Rights Under This Warranty:

You or your installer should carefully inspect the products before installation for any visual, manufacturing, colour or dimension defects. We accept no responsibility in addition to our consumer guarantee obligations where a product with visible defects has been installed.

Once installation is complete, contact your Armstrong® State Office for Warranty registration. Project details will need to be supplied at that time.

How To Claim On This Warranty:

Should you wish to claim on this Warranty, please send written notice as soon as possible after first observing any defect to Armstrong World Industries Pty. Ltd., 99 Derby Street, Silverwater NSW 2128, (P.O. Box 6765, Silverwater NSW 1811), or by email: scentre@armstrongceilings.com

What We Will Do Under This Warranty:

Please note that this Warranty is subject to a number of conditions as to correct installation and usage (see following page). When we have established that the Warranty applies, we will provide you with a remedy in accordance with your rights under the Australian Consumer Law or, to the extent that those rights do not apply, as set out in the table below.

What we will do when we have established that the Warranty applies?

Years from Date of Original Purchase

Any ceiling material or Armstrong® suspension system with defects should be returned to the original place of purchase. Material that does not meet our specifications will be replaced.

Following installation and where an Armstrong® suspension system or equal has not been installed:

Up to 10 Years

Armstrong World Industries will replace/ repair at its discretion the defective product only. If replaced, Armstrong will replace it with similar quality first grade material. This replaced material will be warranted for a further 1 year on the same terms as the Warranty Against Defects and subject to the same conditions (in each case to the extent permissible by law at the time). If repaired the material is warranted for the time then remaining under this warranty.

Where the purchaser is not a 'consumer' for the purposes of the Australian Consumer Law (which will depend upon a variety of factors including the price of the goods, the purchaser's purpose in acquiring the goods, and the categorization of the goods), or where the products to which this Warranty applies are not goods 'of a kind ordinarily acquired for personal, domestic or household use or consumption', then to the extent permitted under the Australian Consumer Law, Armstrong World Industries will not be liable for any direct or indirect/ consequential loss in relation to any product defects. Nothing in this paragraph or the Warranty is intended to, or attempts to, exclude or limit the operation of the Australian Consumer Law in any respect.

Conditions:

This Warranty Against Defects does not apply, to the extent permitted under the Australian Consumer Law, to:

Armstrong® ceiling products sold at Auction, clearly sold as irregulars, or seconds and/or without a Warranty Against Defects.

Armstrong® ceiling products with obvious defects or of inferior quality that would reasonably have been identified by examination before installation, or which were drawn to the purchaser's attention before the installation.

Defects resulting from improper storage or handling. (Note: prior to installation, the material must be kept clean and dry, flat and within the temperature range of 4-49°C. Large variations in humidity or temperature can result in swelling and shrinkage. Any material stored on the floor should be level, flat and have a protective barrier between the material and the floor).

All wet work (plastering, concrete etc) must be complete and dry. These temperature conditions must be met throughout the lifetime of the warranty.

Where the ceiling panels are supporting other material.

This warranty does not extend to variations in the natural characteristics of fiberglass, such as deflection, which may be affected by the type of hanging system used.

Product not purchased from an approved distributor or not installed in accordance with applicable local government or building construction codes or standards, or contrary to Armstrong® Installation & Maintenance Instructions for the particular product. Concerns relating to the quality of installation should be addressed to the contractor who installed the product.

Failure of ceiling products due to structural or general defects in the building.

Exposure to temperature conditions other than 4-49°C.

The product shall not be subjected to direct moisture in the form of building leaks or temperature and humidity conditions causing condensation to occur on the ceiling panel during or after installation.

Exposure to vibration abuse or abnormally corrosive conditions.

The product must not be altered in any way, including field painting.

Minor difference in colour or pattern between samples or photographs and the actual material.

Acts of God / force majeure, acts of terrorism, damage caused by vermin, insect infestation, fire, flood or any other act or circumstance beyond Armstrong's reasonable control.

How do you get service?

You must notify Armstrong World Industries of any product failure covered by this warranty within 30 days of first observation of failure by writing to the following address: Armstrong World Industries, Inc., P.O. Box 3001, Lancaster, PA 17604, or call us at 1 877 ARMSTRONG. Reference to Armstrong in this section shall mean, for the United States, Armstrong World Industries, Inc., P.O. Box 3001, Lancaster, PA 17604; and shall mean, for Canada: Armstrong World Industries, Canada, Ltd., 6911 Decarie Blvd., Montreal, Quebec H3W 3E5.

How does state law apply?

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the limitation or exclusion herein may not apply to you.

Inspiring Great Spaces® is a registered trademark of AFI Licensing LLC.
All other trademarks used herein are the property of AWI Licensing LLC and/or its affiliates
© 2016 AWI Licensing LLC

armstrongceilings.com/commercial

Inspiring Great Spaces®

Armstrong®
CEILING SOLUTIONS