



Warranty on PERFORM® Flexible Flashing and Fast Flash®

This warranty on PERFORM® flexible flashing and Fast Flash® (the “Products”) is granted by DEKS Industries Pty Ltd 5/841 Mountain Hwy, Bayswater 3153, Victoria, Australia (“DEKS”), for the periods and under the conditions, stated below:

1. DEKS warrant that all Products are in conformity with the specifications stated by us, and, subject to maintenance as described below are guaranteed free of functional defects for a maximum 20 years. It is a precondition for the above warranty that the Product has been duly inspected and treated with FlashSeal after 10 years and again after 15 years. If the Product has not been maintained in accordance with the above specifications, the warranty period shall be limited to 10 years.

The warranty period starts from the date the Product is delivered at the end-customer. If necessary it is the end-customer’s duty to prove the time of delivery.

Provided that complaints about functional defects are made within the mentioned 10 or 20 years period, as appropriate, DEKS is obliged to find a way to repair or replace the defective Product. All warranty claims must be made in writing within 60 days after detection of the defect in question, or after the time the defect ought to have been detected.

DEKS is not liable for expenses resulting from dismantling defective Product or installation of the new Product. Any additional work in connection with replacement of the Product is not covered by the warranty, including freight charges etc.

Provided that the Product at the time of the complaint is no longer in production, DEKS is entitled to supply another corresponding product deemed suitable by DEKS for the application in question.

2. The warranty does not apply if:
 - (a) the Product is not installed and/or repaired entirely according to the guidelines stated by DEKS or in accordance with applicable industry standards and practices.
 - (b) the Product has at any time been exposed to conditions which shall be considered beyond what can normally be expected, including, but not limited to, corroding chemicals, extraordinary levels of ash, soot, chimney gas, and condensates, or other hazardous substances from or around the building or construction or the buildings or constructions, on which the Product has been used or other unusual and extraordinary impacts, including from temperatures, fluctuation in temperature, wind and water or weather conditions in general.
 - (c) the Product has at any time been exposed to copper and bitumen run-off, unless the Product has been treated with FlashSeal at the time of installation of the Product.
 - (d) the damage of the Product is caused by negligence during installation or the Product has been used incorrectly.
 - (e) any change of the Product’s specifications have been altered, except changes that within reason were necessary to adjust the size of the Product.
 - (f) the Product’s flaws are caused by mechanical or chemical damage, occurred during shipment or storage before use.
 - (g) flaws caused by circumstances or forces beyond normal expectations.
3. In the scope applicable law allows it, this warranty replaces every other specific or implied warranty, including all warranties for the Product being flawless or suited for a certain purpose.

This warranty concerns and includes the Products only and DEKS is not to be held responsible for any kind of direct or indirect losses or damages, including resulting damage or other losses of any kind, unless this is specifically stated in present warranty.