

Morgan Ceramic Tile Adhesives (MCTA) 15 Year Product Limited Warranty

MCTA, subject to the terms and conditions set forth below, warrants its products will be free from manufacturing defects and will not fail on commercial, residential or industrial projects under normal usage for 15 years as stated in this limited warranty, when the products purchased are used

1. within the recommended shelf life and according to the product literature and any written site specific specifications issued by MCTA
2. in accordance to the guidelines of AS3958 and AS3740
3. in accordance with current government regulation and codes
4. and in accordance with current standard industry practice.

This limited warranty is valid for the original purchase only and is not transferrable. Please keep your invoice as proof of purchase and proof of date of purchase. This warranty is limited to defects in the products manufactured by MCTA and the company warrants replacing any defective product free of charge. It is expressly understood that the user's purchase of MCTA products acknowledges that MCTA is not responsible or liable under any circumstances for determining the suitability or compatibility of MCTA products for the users intended purpose.

This warranty does not extend to loss or damage caused by;

- i.). other products, including cleaning chemicals and the associated methods, used in a construction system which are not manufactured and supplied by MCTA
- ii). damage caused by natural forces such as floods, earthquakes, or as a result of unforeseen circumstances
- iii). acts of negligence or product misuse or abuse
- iv). failure to comply with points 1 to 4 above
- v). variations in colour shade or texture from those shown on samples
- vi). changes in colour due to sunlight and aging
- vii). subfloor water damage
- vii). normal wear and tear resulting from usage
- viii). efflorescence and shade variations inherent in all cement based products
- ix). cracking due to structural movement, excessive deflection or other failure of the substrate.

This document contains the entire agreement between the user and MCTA in relation to its subject matter and all prior representations and all terms and conditions, warranties and guarantees which may but for this clause be implied are excluded to the full extent permitted by law. This agreement is subject to, governed by and construed in accordance with the laws in force in the State of Western Australia, and the courts and registries of courts in the state of Western Australia shall have jurisdiction in the event of an dispute. Should any provision of the agreement be held invalid or unenforceable by a court, the remainder of the agreement and its conditions shall not be affected, and shall continue valid and enforceable by law.

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INTRASPRING INVESTMENTS PTY LTD ACN 114 519 774 AND STONE BY STONE PTY LTD CAN 101 640 733 TRADING AS MORGAN CERAMIC TILE ADHESIVES ABN 48 863 720 672