

Apollo Systems

Product Warranty Against Defects

APOLLO SYSTEMS · TIMBER AND ALUMINIUM BATTEN SYSTEMS



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 for 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.

This warranty applies to Apollo Products, purchased directly from MBS Architectural Pty Ltd (ABN 94 628 153 131) (**Products**) to the final owner of the products who owns or leases the building in which the Products are installed (**Final Owner**).

Warranty

MBS Architectural warrants that, subject to the exclusions and limitations below, the Products will be free from defects in materials and workmanship (**Defect**) for the applicable period stated below from the date of purchase as listed on the invoice for the Products (**Warranty Period**).

PRODUCT	WARRANTY PERIOD
Aluminium (Internal)	10 years
Aluminium (External)	10 years
Timber (Internal)	7 years
Timber (External)	5 years

If a Defect appears in the Products before the end of the Warranty Period and MBS Architectural accepts that the Products are defective in materials or workmanship, MBS Architectural will, in its sole discretion, either: replace the defective Products free-of-charge; or, refund the purchase price paid for the defective Products (**Warranty**).

MBS Architectural reserves the right to replace defective Products with products of similar quality, grade, and composition where an identical product is not available.

Installation and Maintenance

Installation and maintenance of the Products must be undertaken in accordance with any directions or instructions from MBS Architectural, including contained in the “Apollo Installation Manual”, the Building Code of Australia and using reasonable care and skill.

Maintenance is the responsibility of the Final Owner and regular six (6) month maintenance records must be kept, starting from the installation date of the product. Maintenance items are not covered by the Warranty, and this extends to the ongoing maintenance on any coatings, exposed surfaces and/or painted surfaces of the Products.

Exclusions

MBS Architectural takes no responsibility for “fit-for-purpose” design.

The Warranty will not apply where:

GENERAL EXCLUSIONS

- I. MBS Architectural cannot establish any Defect;
- II. The Defect in the Products comprises variances in structure or appearance having regard to the nature of the Products and any industry norms;
- III. The Products have not been installed or maintained in accordance with the Requirements;
- IV. The Products have been used other than in accordance with their ordinary purpose or location, unless plans for the project have been communicated to MBS Architectural and it has expressly approved them in writing;
- V. The Products have been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- VI. The Defect was caused or contributed by any damage related to building movement, seismic activity, or impact;
- VII. Faults arising from other products/items being connected to or coming into contact with the Products;
- VIII. The Defect was caused by normal wear and tear, including wear and tear caused by usage and weathering, including without limitation precipitation, humidity and sunlight;
- IX. The Products have been subject to exposure to wind and rain outside the limits of the following standards:
 - a. Maximum wind conditions: AS 4055-2006, Site Specific;
 - b. Maximum rainfall intensity: AS 3500.3-2003, Site Specific;
- X. Physical damage caused during or arising from installation;
- XI. Fire, water and chemical damage and damage resulting from any foreign substances coming into contact with the Products, including but not limited to any form of vandalism;
- XII. The Defect has arisen due to abuse, misuse, neglect or accident;
- XIII. The Products have not been maintained in accordance with the Requirements; and
- XIV. The Final Owner cannot provide records of six (6) monthly maintenance inspections.

INTERNAL TIMBER EXCLUSIONS

- I. Where timber has been exposed to extended periods of low humidity (i.e. below 50%);
- II. Where the timber has been exposed to prolonged periods of moisture absorption (i.e. above 20% moisture content for longer than 60 minutes);
- III. Degeneration of the Products such as twisting, cracking, cupping, splintering and surface roughness due to the ambient conditions (temperature and humidity) in the areas where the timber is installed; or
- IV. Colour variations in the Products attributable to it being a natural material.

EXTERNAL TIMBER EXCLUSIONS

- I. Where the timber has been exposed to prolonged periods of moisture absorption (i.e. above 20% moisture content for longer than 60 minutes);
- II. Damage resulting from water not draining away from the breathable sarking layer;
- III. Degeneration of the Products such as twisting, cracking, cupping, splintering and surface roughness due to the natural weathering process; or
- IV. Colour variations in the Products attributable to it being a natural material.

Warranty Claims

If there is a claim for a Defect to be made under this Warranty, the Final Owner must contact MBS Architectural as soon as they become aware of the Defect.

All warranty claims made to MBS Architectural must be accompanied by:

- I. Proof of purchase;
- II. Six (6) monthly maintenance inspection records;
- III. Full details of the alleged defect, including photographs; and
- IV. A copy of all invoices associated with the purchase of the Product.

The Final Owner must make the Products available to MBS Architectural or its authorised agent for inspection. If such inspection finds no defect in the Products, the Final Owner must pay MBS Architectural's usual costs of service work, evaluation, and testing.

Supplied Components

Some of the components used in relation to the Products are not manufactured by MBS Architectural and are not covered by this Warranty. These components may include, but are not limited to, screws, wall or roof fixings, hangers, rods and other fixing systems outside of MBS Architectural's supply scope.

Limitations

MBS Architectural makes no express contractual warranties or representations about the Products other than set out in this Warranty.

Contact

VICTORIA HEAD OFFICE

7 Haymer Court, Braeside, Melbourne 3195
03 9580 7800
hello@mbsarchitectural.com.au

QUEENSLAND HEAD OFFICE

13 Pease Court, Bethania, QLD 4205
07 2116 0717
hello@mbsarchitectural.com.au



Details

This warranty is specific to:

PROJECT NAME	
PROJECT ADDRESS	
LOCATION / IDENTIFIER	
MAIN CONTRACTOR	
INSTALLER	
SYSTEM DESCRIPTION	
PROFILE DESCRIPTION	
ACOUSTIC LINING TYPE	
M2 / LM SUPPLIED	
MBS PROJECT MANAGER	
DATE EXECUTED	



MBS

Architectural

Design, Delivered.

From specification through to installation and beyond, our team is here to support you.

For technical advice, product support, samples or questions about your Apollo System, get in touch with MBS Architectural.

VIC

7 Haymer Court, Braeside, Melbourne 3195
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QLD

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