

WARRANTY AND AUSTRALIAN CONSUMER LAW GUARANTEES

By purchasing a CTA product, you can be confident that the product has been designed and manufactured to the high standards of quality and reliability for which CTA products are renowned.



CTA means either CTA Australia Pty Ltd (ACN 111 958 582), CTA (VIC) Pty Ltd (ACN 142 917 584), CTA (NSW) Pty Ltd (ACN 132 389 783), CTA (QLD) Pty Ltd (ACN 133 454 734), or CTA Commercial Flooring Installations Pty Ltd (ACN 160 462 788) all at 67-71 Logistics Street, Keilor Park, Victoria, Australia 3042.

1. Warranty

CTA warrants that each of its products will be free of defects in material and workmanship for the periods set out in the Annexure from the date of purchase of the product, subject to the limitations and exclusions set out below ("Warranty").

2. Project and Commercial Quantity Warranty

CTA may, on application, offer extended or special circumstance warranties. For customers purchasing commercial quantities or project quantities, please contact CTA to discuss your warranty requirements. Any extended or special circumstance warranty must be agreed in writing by CTA prior to purchase and is subject to the terms of this Warranty unless expressly stated otherwise.

3. Limitations

Unless otherwise expressly provided for in writing and subject to the exclusions set out in this Warranty:

(a) Stainless Steel

CTA uses 316 marine grade stainless steel in the manufacture of tactile guidance systems such as SureSteel. This grade of stainless steel is not stain free but stains less when compared to ordinary stainless steel. Tea staining is a natural process that may happen to all grades of stainless steel products if not cleaned regularly and pursuant to CTA instructions. The Warranty therefore does not cover tea staining of stainless steel products.

(b) UV Resistance

All products regardless of materials used will eventually exhibit some degree of colour fade or degradation when exposed to UV radiation. The Warranty therefore does not cover UV degradation.

4. Claiming on the Warranty

- (a)
- (i) If you purchased a CTA product from a retailer or other reseller (as opposed to direct from CTA) and wish to claim on the Warranty to the retailer or other reseller, you must, at your own expense:
 - (A) return the product securely packed to protect against damage to the product; and
 - (B) provide details of:
 - (I) the claim on the Warranty;
 - (II) proof of original purchase; and
 - (III) your name, address, email address (if you have one) and telephone number, to the retailer or other reseller from whom you originally purchased the product, within the respective warranty period referred to in the Annexure.
 - (ii)
 - (A) If you purchased a CTA product directly from CTA or otherwise wish to claim on the Warranty direct to CTA, you must, at your own expense:
 - (I) first contact CTA at the contact details below to:
 - (a) provide CTA with details of the claim on the Warranty;
 - (b) organise to provide CTA with proof of original purchase; and
 - (c) obtain a "Return Number";
 - (II) securely pack the product to protect against damage to the product;
 - (III) include a copy of the original proof of purchase in the packaging;
 - (IV) clearly mark the Return Number on the outside of the packaging; and then return the product direct to CTA at the address below, within the respective warranty period referred to above.
 - (B) Products returned direct to CTA without a Return Number may not be accepted by CTA.
 - (C) The issue of a Return Number and acceptance of returned products by CTA's staff does not constitute acceptance by CTA of the claim on the Warranty.
- (b) CTA will (or authorise the retailer or other reseller from whom you originally purchased the product to) assess any claim you may make on this Warranty and if, in CTA's reasonable opinion, this Warranty applies, CTA will at its own option and cost (or authorise the retailer or other reseller from whom you originally purchased the product to):

- (i) provide you with the same or (if the same product is no longer available) the closest similar CTA product; or
- (ii) repair the product and return it to you; or
- (iii) refund the price you paid for the product.

This is the only obligation of CTA under this Warranty. CTA will bear its own expenses of doing those things, and you must bear any other expenses of claiming on this Warranty.

- (c) If products are returned to CTA for which, in CTA's reasonable opinion, this Warranty does not apply, the products will be returned to you freight collect.

5. Exclusions

This Warranty does not apply to:

- (a) CTA products which have been improperly installed or fitted or for which the CTA installation and fitting instructions have not been followed;
- (b) CTA products which have not been properly maintained in accordance with CTA's care and maintenance recommendations; (CTA care and maintenance recommendations can be found at www.cobbletac.com.)
- (c) CTA products which have been used in a way or manner not within the scope and limitations of the technical and other specifications for the products published from time to time by CTA;
- (d) CTA products which are made using components or specifications provided or requested by someone other than CTA;
- (e) fair wear and tear;
- (f) CTA products which have been modified or repaired without the written authorisation of CTA;
- (g) CTA products which have been subject to accident, abuse, misuse, neglect or damage;
- (h) defects or deterioration caused to CTA products from being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity that exceed the tolerances as set out by CTA from time to time;
- (i) CTA products which are not new when purchased by the original purchaser;
- (j) anyone other than original purchasers of new CTA products;
- (k) CTA products which are sold by CTA or a retailer of other reseller of CTA as "B" class or seconds;
- (l) CTA products which were not originally sold in Australia by CTA;
- (m) CTA products which have had any of the brands, marks, patented plates, numbers or other information of CTA on the products defaced or removed;
- (n) the removal, refitment or replacement of CTA products or associated charges; or
- (o) personal injury, property damage, consequential or economic loss, howsoever caused

6. Australian Consumer Guarantee

The following guarantee applies only to a "consumer" as defined in the Australian Consumer Law: 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.

7. CTA contact details

CTA address, telephone number and email address are:

CTA Group (Head Office)
67-71 Logistics Street, Keilor Park, VIC 3042
P: 03 9334 2620
Email: sales@cobbletac.com

VICTORIA - HEAD OFFICE

67-71 Logistics Street,
Keilor Park, VIC 3042
P 1300 282 282 F 1300 282 329

NEW SOUTH WALES

Unit 23, 43-51 College Street,
Gladesville, NSW 2111
P 1300 282 679 F 1300 282 329

QUEENSLAND

Unit 12, 300 Cullen Avenue,
East Eagle Farm, QLD 4007
P 1300 282 753 F 1300 282 329

WESTERN AUSTRALIA

1/3 Blackly Row,
Cockburn Central, WA 6164
P 1300 282 282 F 1300 282 329

ANNEXURE – WARRANTY PERIOD

PRODUCT RANGE	WARRANTY PERIOD (CLAUSE 1 ABOVE)
SureSteel Stainless Steel Tactile Guidance Products	10 years
CobbleTac Porcelain Tactile Guidance Products	10 years
GraniTac Granite Tactile Guidance Products	10 Years
PolyPad Polymeric Tactile Guidance Products	2 Years
PolyTile Plastic Tactile Guidance Products	2 years
PolyStud Plastic Tactile Guidance Products	2 years
PolyBlade Plastic Tactile Guidance Products	2 Years
ProStep Safety Stair Edging	5 Years
HiLight Safety Stair Edging	5 Years
PosiTread Safety Stair Edging	5 Years
SafeLine Safety Stair Edging	1 Year
StepRight Architectural Entrance Matting Systems	2 Years
Bike Racks	5 Years