

**TBA FIREFLY™
WARRANTY**

TBA Textiles Pty Ltd (ACN 084 489 529) (**TBA FIREFLY™**) provides the following warranty in relation to its products.

In addition to the rights and remedies you have under law, TBA FIREFLY™ provides the following manufacturer’s warranty in support of the various products listed in Table A below (**TBA FIREFLY™ Product**). Subject to the terms and conditions of the warranty set out in this document (**Warranty**), TBA FIREFLY™ warrants that the TBA FIREFLY™ Product will be free from defects in materials and workmanship for the associated period set out in Table A (**Warranty Period**). Table A also sets out any further TBA FIREFLY™ Product specific aspects that TBA FIREFLY™ provides for under this Warranty.

The Warranty Period will commence on the date you purchase the TBA FIREFLY™ Product from TBA FIREFLY™. The Warranty Period varies, as set out in the Table A, according to the type of TBA FIREFLY™ Product.

TABLE A			
TBA FIREFLY™ Product	Warranty Period	Product specific warranties	Product specific requirements
TBA FIREFLY™ FABRIC COMPARTMENT FIRE BARRIERS	25 YEARS	1. Fully fire tested and assessed by NATA approved test laboratories in accordance with AS1530.4 and AS4072.1: by Warringtonfire Pty Ltd, CSIRO or Branz NZ 2. These products are suitable and fit for purpose in providing tried and tested fire-stopping solutions.	1. These products must not be used in applications other than those referenced in the TBA FIREFLY™ Reports from Accredited Testing Laboratories. 2. Failure to meet the requirements of item 1 above may result in the performance of the product being seriously impaired and damage invalidating this Warranty. 3. Inspection of the products must be included as part of the routine maintenance / monitoring plan of the building in which it is installed. 4. Any damaged sections, whether physical, water, fire, accidental or wind-load, must be replaced at the earliest opportunity. 5. Prior to installation, these products must be stored in a cool and dry place away from sunlight and should not come in contact with water, wet concrete or other alkaline based materials
TBA FIREFLY™ COLLAR ROLL	25 YEARS		
TBA FIREFLY™ PENOWRAP AND INSULATED PENOWRAP	25 YEARS		
TBA FIREFLY™ NON-COMBUSTIBLE SARKING	25 YEARS	Tested by independent Nationally approved testing laboratories to meet the appropriate Australian Standards	1. These products must not be used in applications other than those referenced in the TBA FIREFLY™ Reports from Accredited Testing Laboratories and TBA FIREFLY™ installation manuals. 2. Inspection of the products must be included as part of the routine maintenance / monitoring plan of the building in which it is installed. 3. Any damaged sections, whether physical, water, fire, accidental or wind-load, must be replaced at the earliest opportunity. 4. Prior to installation, these products must be stored in a cool and dry place away from sunlight
TBA FIREFLY™ REINFORCED TAPE AFRT			

TABLE A			
TBA FIREFLY™ Product	Warranty Period	Product specific warranties	Product specific requirements
			and should not come in contact with water, wet concrete or other alkaline based materials. 5. Failure to do so may result in the performance of the product being seriously impaired and damage invalidating this Warranty.
TBA FIREFLY™ INTUBATT	25 YEARS	1. These products will become inert after curing and will not be subject to reaction with normal construction materials 2. Fully fire tested and assessed by NATA approved test laboratories in accordance with AS1530.4 and AS4072.1: by Warringtonfire Pty Ltd, CSIRO or Branz NZ 3. These products are suitable and fit for purpose in providing tried and tested fire-stopping solutions.	1. These products must not be used in applications other than those referenced in the TBA FIREFLY™ Reports from Accredited Testing Laboratories. 2. Inspection of the products must be included as part of the routine maintenance / monitoring plan of the building in which it is installed. 3. Any damaged sections, whether physical, water, fire, accidental or wind-load, must be replaced at the earliest opportunity. 4. Prior to installation, these products must be stored in a cool and dry place away from sunlight and frost. 5. Failure to do so may result in the performance of the product being seriously impaired and any damage invalidating this Warranty.
TBA FIREFLY™ RF COLLARS	25 YEARS		
TBA FIREFLY™ INTUMASTIC	25 YEARS		
TBA FIREFLY™ INTUMASTIC-HP	25 YEARS		
TBA FIREFLY™ INTUSIL	25 YEARS		
TBA FIREFLY™ INTUSPAN	25 YEARS		
TBA FIREFLY™ INTUSTRAP	25 YEARS		
TBA FIREFLY™ INTUCOMPOUND	25 YEARS		
TBA FIREFLY™ FR MULTI-SERVICE BLOCK	25 YEARS		

If a manufacturing (workmanship) or material defect appears in TBA FIREFLY™ manufacture or assembly of a TBA FIREFLY™ Product before the end of the Warranty Period and TBA FIREFLY™ finds the TBA FIREFLY™ Product to be defective in workmanship or material, TBA FIREFLY™ will, in its sole discretion, either:

- (a) refund the cost of the TBA FIREFLY™ Product;
- (b) replace or repair the TBA FIREFLY™ Product or the defective part of the TBA FIREFLY™ Product free of charge; or
- (c) cause the TBA FIREFLY™ Product or the defective part of the TBA FIREFLY™ Product to be replaced or repaired by a qualified repairer free of charge.

TBA FIREFLY™ reserves the right to replace defective TBA FIREFLY™ Products wholly or parts of TBA FIREFLY™ Products with equivalent TBA FIREFLY™ Products, parts and components of similar quality, grade and composition where an identical TBA FIREFLY™ Product, part or component is not available. TBA FIREFLY™ Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the TBA FIREFLY™ Product.

EXCLUSIONS AND LIMITATIONS

This Warranty does not apply to, or in any way apply where:

- (a) TBA FIREFLY™ cannot establish any fault in the TBA FIREFLY™ Product after testing and inspection;

- (b) the TBA FIREFLY™ Product has not been installed strictly in accordance with TBA FIREFLY™'s written installation instructions, including pre-installation storage requirements and all applicable building regulations current at the time of supply;
- (c) if required, the TBA FIREFLY™ Product has not been included in the building inspection plan sign-off;
- (d) the defect in the TBA FIREFLY™ Product has arisen due to a failure to follow applicable usage, maintenance or storage plans, schedules and regulations;
- (e) the alleged defect in the TBA FIREFLY™ Product is within acceptable industry variances and tolerances;
- (f) the damage or defect is caused by normal wear and tear or corrosion;
- (g) the TBA FIREFLY™ Product has been damaged by third party equipment;
- (h) the TBA FIREFLY™ Product has been used other than for the purpose for which it was designed.

This Warranty is not transferable to a subsequent customer if the goods are sold by the original customer during the Warranty Period.

Despite any other provision of this Warranty, and to the extent permitted by law, TBA FIREFLY™'s liability arising from, under or in connection with this Warranty is limited to one of the following at the election of TBA FIREFLY™:

- (a) repair of the TBA FIREFLY™ Product (or its defective component);
- (b) provision of a replacement TBA FIREFLY™ Product (or the defective component); or
- (c) a refund of the price you paid for the TBA FIREFLY™ Product. Subject to law, TBA FIREFLY™ is not liable under this Warranty for any damages, losses, costs or expenses including, without limitation, loss of profit, loss of production or any financial or economic loss, and other indirect or consequential loss, which may be suffered by you or by any third party arising out of or in any way connected with any defect in a TBA FIREFLY™ Product.

Except to the extent expressly set out in this warranty, and subject to law, TBA FIREFLY™ does not make any promise or representation as to the quality, performance, or freedom from defects, of any TBA FIREFLY™ Product.

HOW TO CLAIM

Should you wish to make a claim under this Warranty, you must first contact TBA FIREFLY™ at the contact address listed below, within 7 days of first becoming aware of the fault.

Any Warranty claim must be accompanied by:

- (a) proof of purchase;
- (b) full details of the suspected fault or defect; and
- (c) appropriate documentation (such as transportation, storage, installation, commissioning, historical and maintenance records).

You must make the TBA FIREFLY™ Product available to TBA FIREFLY™ or its authorised repair agent for inspection and testing. Unless otherwise required by law, you must bear the cost of the transport, freight and delivery of the TBA FIREFLY™ Products to and from TBA FIREFLY™ or the authorised repair agent, and any other costs associated with making the Warranty claim.

If such inspection and testing is unable to establish a warrantable defect in the goods, you will be liable for TBA FIREFLY™'s usual costs of service work and testing.

AUSTRALIAN CONSUMER LAW

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

If you are a “consumer” as defined in the Australian Consumer Law, then TBA FIREFLY™ confirms the following:

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.

CONTACT

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