



Littlehampton  
— BRICKS AND PAVERS —

## **WARRANTY TERMS AND CONDITIONS**

### **PRODUCT WARRANTY FOR CLAY BRICK AND PAVING PRODUCTS MANUFACTURED BY LITTLEHAMPTON CLAY BRICKS AND PAVERS PTY LTD (ACN 614 735 616 ABN 22 614 735 616)**

*This warranty is provided by Littlehampton Clay Bricks and Pavers Pty Ltd (ACN 614 735 616 ABN 22 614 735 616) ("the Company").*

*The Company expressly warrants that its bricks are:*

- (a) manufactured and tested to Australian Standards;*
- (b) fit for all of the purposes for which goods of this kind are commonly supplied ("intended purpose"); and*
- (c) will remain colourfast and durable for a period of 100 years from the date of purchase.*

*If this warranty is breached the Company will, at the Company's cost, resupply to you the bricks which do not meet the warranty.*

*This warranty extends only to:*

- o defects occurring in materials and/or workmanship where the Bricks are used for their intended purpose; and*
- o Bricks where the grade selected is appropriate for the intended purpose; and*
- o Bricks laid in compliance with the 'Think Brick' instructions and literature pertaining to the product, all relevant Building Codes or Regulations and Australian Standards.*

*This warranty is not applicable outside Australia.*

*Claims under this warranty must be submitted in writing to:*

*Littlehampton Clay Bricks and Pavers Pty Ltd  
2 Childs Road, Littlehampton, SA. 5250*

*To discuss your warranty or for technical support please  
call us on 1300 911 855 or email [sales@littlehamptonbrick.com.au](mailto:sales@littlehamptonbrick.com.au)*

*To make a warranty claim the claimant must notify the Company of the issues with the product and allow the Company reasonable access to the property to (at the Company's cost) inspect and test the product being claimed under this warranty to assess the nature of the issues with the product.*

*Satisfactory evidence of the date of the original purchase must also be provided to validate these warranties.*

*The original sales invoice is your best proof of purchase.*

*Australian Consumer Law – Goods of a type NOT ordinarily acquired for personal, domestic or household use or consumption.*

*The following applies if the supply is a supply to a consumer as defined in the Australian Consumer Law of goods of a type not ordinarily acquired for personal, domestic or household use or consumption. 'Our' means 'the Company', and 'goods' means bricks or paving products.*

*To the extent permitted by law, if the express warranty has been breached and the goods are of a type ordinarily acquired for personal, domestic or household use or consumption then the Company's liability is limited to the Company, as it elects, either:*

- o resupplying to you bricks or paving products or the supply of equivalent products; or*
- o paying the cost to you of acquiring equivalent products.*

*These warranties do not cover:*

- o to the extent permissible by law (subject to any liability under the Australian Consumer Law which cannot be excluded), consequential damage (whether structural or otherwise) or failure due to accidental damage, impact, misuse or negligence of any third party;*
- o inappropriate choice of product grade;*
- o slight variations in product colour – variations in colour and shade are inherent in fired clay products;*
- o bricks or paving products that are damaged by cleaning;*
- o installation or use of bricks or paving products other than in accordance with the 'Think Brick' instructions and literature pertaining to the product, relevant Building Codes, Regulations and Australian Standards;*
- o bricks or paving products that are re-used;*
- o damage arising out of any 'force majeure' event including but not limited to earthquake, flood, act of God or war; or*
- o damage or deterioration arising from external causes outside our control, including but not limited to: building movement; defects in building design; pollution; exposure to extreme conditions including ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures, marine environments; mechanical damage; hydrostatic pressure; electrical or electrolytic damage; incorrect cleaning including cleaning with unsuitable chemicals or pressure; application of unsuitable coatings; falling objects; animals or insects; or neglect; moisture leakage, collision; or other accident.*

*All costs of disposal, re-installation, cartage, freight, kilometre expenses and insurance are to be paid by the claimant and will not be reimbursed by the Company.*

*To the extent permitted by law, all other warranties whether implied or otherwise, are excluded and the Company is not liable in contract, tort, or otherwise to compensate you for:*

- o any increased costs or expenses;*
- o any loss of profit, revenue, business, contracts or anticipated savings;*
- o any loss or expense resulting from a claim by a third party; or*
- o any special, indirect or consequential loss or damage of any nature whatsoever caused by the Company's failure in complying with its obligations.*

*Australian Consumer Law – Goods of a type ordinarily acquired for personal, domestic or household use or consumption*

*The following applies if the supply is a supply to a consumer sale as defined in the Australian Consumer Law and the goods are goods of a kind ordinarily acquired for personal, domestic or household use or consumption. 'Our' means 'the Company', and 'goods' means bricks or paving products:*

*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.*

*The benefits given to you by our express warranty are in addition to other rights and remedies under a law provided that your other rights at law operate only to the extent to which they have not been validly excluded by our express warranty.*

*Valid from 1st of July of 2021.*