

**FIREFLY
WARRANTY**

TBA Textiles Pty Ltd (ACN 161 422 359) (**FIREFLY**) provides the following warranty in relation to its products.

In addition to the rights and remedies you have under law, FIREFLY provides the following manufacturer's warranty in support of the various products listed in Table A below (**FIREFLY Product**). Subject to the terms and conditions of the warranty set out in this document (**Warranty**), FIREFLY warrants that the 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 FIREFLY Product specific aspects that FIREFLY provides for under this Warranty.

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

TABLE A			
FIREFLY Product	Warranty Period	Product specific warranties	Product specific requirements
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 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
FIREFLY COLLAR ROLL	25 YEARS		
FIREFLY PENOWRAP® AND INSULATED PENOWRAP AND PENOWRAP® CLTG GASKETS AND STRIPS	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 FIREFLY Reports from Accredited Testing Laboratories and 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 and should not come in contact
FIREFLY NON-COMBUSTIBLE SARKING	25 YEARS		
FIREFLY REINFORCED TAPE AFRT FIREFLY NON-COMBUSTIBLE BACKING RODS			

TABLE A

FIREFLY Product	Warranty Period	Product specific warranties	Product specific requirements
FIREFLY VULCAN THERMAL BREAK ROLL AND PADS			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.
FIREFLYBATT	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 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.
FIREFLY RF COLLARS	25 YEARS		
FIREFLYMASTIC	25 YEARS		
FIREFLYMASTIC-HP	25 YEARS		
FIREFLY SILICONE	25 YEARS		
FIREFLYSPAN	25 YEARS		
FIREFLYSTRAP®	25 YEARS		
FIREFLYMORTAR	25 YEARS		
FIREFLY FR MULTI-SERVICE BLOCK	25 YEARS		
FIREFLY SOLID ALUMINIUM PANEL	20 YEARS	Tested by independent Nationally approved testing laboratories to meet the appropriate Australian Standard AAMA 2605-17a	1. These products must not be used in applications other than those referenced in the 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. Must be cleaned and maintained as per FIRE cleaning schedule.



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

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

FIREFLY reserves the right to replace defective FIREFLY Products wholly or parts of FIREFLY Products with equivalent FIREFLY Products, parts and components of similar quality, grade and composition where an identical FIREFLY Product, part or component is not available. 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 FIREFLY Product.

EXCLUSIONS AND LIMITATIONS

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

- (a) FIREFLY cannot establish any fault in the FIREFLY Product after testing and inspection;
- (b) the FIREFLY Product has not been installed strictly in accordance with 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 FIREFLY Product has not been included in the building inspection plan sign-off;
- (d) the defect in the 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 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 FIREFLY Product has been damaged by third party equipment;
- (h) the 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, FIREFLY's liability arising from, under or in connection with this Warranty is limited to one of the following at the election of FIREFLY:

- (a) repair of the FIREFLY Product (or its defective component);
- (b) provision of a replacement FIREFLY Product (or the defective component); or
- (c) a refund of the price you paid for the FIREFLY Product. Subject to law, 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 FIREFLY Product.

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

HOW TO CLAIM



Should you wish to make a claim under this Warranty, you must first contact 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 FIREFLY Product available to 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 FIREFLY Products to and from 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 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 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

TBA Textiles Pty Ltd
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