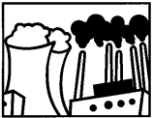




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Action Fasteners P/L A.B.N. 63084769880, warrants that each batch of fasteners coated is tested to ensure that it at least complies with either the customer's specifications or those set out in Australian Standard number AS3566 or ASTM B695-91.

Action Fasteners P/L can warrant that the fasteners used in the following environments will not suffer loss of structural integrity due to the effects of natural weathering corrosion for the periods shown for each coating.

<u>Environment</u>	<u>Years Warranted</u>	
	<u>Class 3</u>	<u>Class 4</u>
 <p>Severe Marine. Within 400 metres from a beach. May extend further inland depending on prevailing winds.</p>	Nil	15
 <p>Moderate Marine. Between 1,000 metres and 400 metres from a beach. May extend further inland depending on prevailing winds.</p>	12	30
 <p>Severe Industrial. Areas subject to heavy fallout from stacks and strong sulphur & acid smells.</p>	Nil	20
 <p>Moderate Industrial. Areas with significant industrial fall out from adjoining or nearby severe industrial areas or from nearby small industries.</p>	20	30
 <p>Light Industrial & Urban. Between 500 & 1000 metres away from a moderate industrial area.</p>	30	50
 <p>Mild Rural & Urban. No corrosive fall out within 2 kilometres.</p>	40	60

This warranty is subject to the following terms and conditions:

1. Except as expressly provided in this warranty, all terms, conditions, warranties, undertakings, inducements and representations, whether expressed or implied, statutory or otherwise relating in any way to the fasteners, are excluded.

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2. Without limiting the generality of the preceding clause 1, Action Fasteners P/L will not be under any other liability in respect of any loss or damage (including consequential or special loss or damage) howsoever caused, whether by negligence or otherwise, which may be suffered or incurred or which may arise directly or indirectly, in respect of the supply of the fasteners by Action Fasteners P/L.
3. Where any term, condition or warranty is implied by applicable legislation in the contract or relationship between Action Fasteners P/L and the customer or any end user and gives the customer a particular remedy against Action Fasteners P/L and that legislation avoids or prohibits provisions excluding or modifying the application or exercising of liability under such term, conditions, warranty or remedy, then that term, condition, warranty or remedy shall be deemed to be included in, or may be, applied to that contract or relationship. However, the liability of Action Fasteners P/L for any breach of any such term, condition, warranty, contract or remedy, shall be limited at Action Fasteners P/L discretion in anyone or more of the ways permitted by that legislation, including where so permitted, to the repair or replacement of the fasteners, or the payment of costs of replacement fasteners.
4. The warranty is only valid within Australia and any such countries as Action Fasteners P/L may nominate in writing.
5. The benefits of the warranty may not be assigned or transferred and is personal to the customer and the end user. All labour costs and all costs of removing and returning any fasteners shall be borne by the customer or end user unless otherwise agreed in writing by Action Fasteners P/L.
6. The warranty shall be governed by the laws in force in the State of New South Wales, Australia
7. The fasteners are correctly installed and that the coating used on the fasteners is deemed suitable by Action Fasteners P/L for the purpose as detailed above.
8. The Customer notifies the Quality Control Department of Action Fasteners P/L in writing within 30 days of the Customer or its representative or agent becomes aware of the alleged defect under the warranty.
9. The alleged fault, defect or damage has not been caused or aggravated by:
 - a. *Mechanical, chemical or other damage sustained during handling, storage, installation or subsequent to the installation of the fasteners,*
 - b. *Any attack from chemical agents, liquids, fumes or solids other than direct rain falling on the fasteners,*
 - c. *Contact with soil, ashes, fertilisers or other moisture retaining substances,*
 - d. *Exposure to lead or copper either physically or by water run off from items made of these materials,*
 - e. *Storm, tempest, war or other acts of God,*
 - f. *Metal fatigue, caused by incorrectly installed or incorrect tension of the fasteners,*
 - g. *Changes to the existing environment which detrimentally impact on the fasteners.*
10. You may have rights or remedies under the law in relation to the coatings or goods supplied by Action Fasteners P/L. This document should not be read as an exhaustive statement of your legal rights.