



MEGA ANCHOR

Manufacturer's Warranty

Warranty Information

General Warranty Information

The Mega Anchor Manufacturer's Warranty is subject to the terms and conditions of this document.

The Mega Anchor product comes with an application based warranty. This warranty covers the Mega Anchor product after the product is installed.

Warranty Period

50 Years for building and construction

25 Years for solar structures and energy related construction

15 Years for general application

The period of the warranty is subject to the application.

For building and construction applications the Mega Anchor products are warranted for 50 years when;

- They have been designed and certified by a certified engineer.
- Selected and installed to the manufacturer's specification
- Installed by a registered trade professional

For solar structures and energy related applications the Mega Anchor products are warranted for 25 years when

- They are selected and installed to the manufacturer's specification.
- Installed by a registered trade professional

All other general applications - 15 Years

For all other applications that are not mentioned above. Mega Anchor products are warranted for 15 years, when

- Selected and installed to the manufacturer's specification

The warranty is subject to the terms and conditions set out in this document.

This warranty provides that from the date of installation* the Mega Anchor product is:

1. Free from all defects in manufacture; and
2. Fit for purpose and will perform as detailed in our published documentation when selected and installed with our recommendations described in the published installation guides**:
3. Complies with the following Australian standards:
AS/NZS 4680:2006 Hot-dip galvanized (zinc) coatings on fabricated ferrous articles
AS/NZS 4600:2005 Cold-formed steel structures.
National Construction Code (NCC) – Volume 1
National Construction Code (NCC) – Volume 2



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All our products 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 entitled to have the goods replaced if the goods fail to be of reasonable quality and the failure does not amount to a major failure.

* Date of installation Means (a) The date the product was purchased; or (b) 3 months following the date of purchase whichever is earlier. Proof of purchase must be provided should a claim be made

** Installation and maintenance details are available from Mega Building Industries P/L.

Contact Phone: (+613) 9460 3721

Contact Email: megaanchor@megabuildingindustries.com.au



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1. General

- 1.1 The Mega Anchor product must be installed by a registered Mega Anchor contractor, qualified tradesman, registered builder or owner builder unless supplied as a 'Do It Yourself' (DIY) product.
- 1.2 The Mega Anchor products must be installed to the design requirement.
- 1.3 The products must be maintained to the maintenance guidelines. Or to any maintenance requirements specified by a certified engineer
- 1.4 If the product is removed and reused you are no longer covered by the warranty.
- 1.5 For any warranty claim you will have to provide evidence of the damage before the claim is processed. (Physical inspections may be required.)

2. Limits of liability

- 2.1 Mega Building Industries Pty Ltd understands that consumer legislation contains certain guarantees for the supply of goods and services that cannot be excluded, restricted or modified by these terms and conditions. Nothing in these terms and conditions is intended to exclude or restrict these laws.
- 2.2 Subject to clause 3.1 to the maximum extent permitted by law liability for any breach of the warranty, is limited to the remedies described in clause 3 and Mega Building Industries Pty Ltd will not accept any liability for the following:
 - a) Injury to persons or damage to property
 - b) Incidental, indirect, special, punitive, consequential loss, damage, loss of profits, loss of revenue, loss arising from interruption to business, loss of goodwill or business, however they occur; or
 - c) Installation or labour costs due to either the removal of defective product or fixing of the replacement product.

3. Remedies

- 3.1 Subject to clause 4.1 and to the maximum extent permitted by law, if during the period of the Mega Anchor Manufacturer's Warranty, the product fails to comply with the Mega Building Industries Pty Ltd Manufacturer's Warranty as described above and as a result a claim is made under this warranty, Mega Building Industries Pty Ltd liability will be limited to replacing or repairing, at our option, the part of the product found by us to be defective.
- 3.2 Mega Building Industries Pty Ltd will not be responsible for any labour costs associated with the removal or replacement of any defective product or portions thereof.



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4. Exclusions

- 4.1 The warranty excludes any failure, or defect in, the product (or part thereof) due wholly or partly to any of the following clauses:
- Damage sustained during handling, storage, installation or after installation;
 - Mistreatment neglect or insufficient maintenance;
 - Movement of the ground or structural defects of any structure;
 - Natural disasters such as floods, fires, earthquakes, lightning and cyclones;
 - Any attachments or additions either permanent or temporary, that compromise the structural integrity of the product;
 - Failure to minimize damage to the product by continuing to operate when damage to any component is suspected.

5. Consumer Rights and Protection

Rights of consumers under Australian Consumer Law.

- 5.1 The amount paid or payable for the end product did not exceed \$40,000 (except where the end product is not of a kind ordinarily acquired for personal, domestic or household use or consumption, and Mega Building Industries Pty Ltd has limited its liability in a manner permitted by Australian Consumer Law, in which case your rights are limited to that extent); or
- 5.2 The end product is of a kind ordinarily acquired for personal, domestic or household use or consumption, unless you acquired the end product for the purpose of re-supply or the purpose of using it up or transforming it in trade or commerce.
- 5.3 Mega Anchor products come with guarantees that cannot be excluded under 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 goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 5.4 The benefits given to you by this warranty are in addition to other rights and remedies you may have under a law in relation to the end Products.



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6. Limitations and Qualifications

- 6.1 Subject to Mega Building Industries Pty Ltd obligations under applicable laws which cannot be excluded, modified or restricted under law, including as described in clauses 5:

Mega Building Industries Pty Ltd Liability to you:

Shall be limited to Mega Building Industries Pty Ltd choice of one of the following options:

- A. Providing the same Material in a quantity sufficient to replace the defective End Product; or
- B. Providing equivalent Material in a quantity sufficient to replace the defective End Product; or
- C. The cost of repairing the defective End Product,

Shall not include or extend to:

- A. labour costs associated with the removal or repair of the defective End Product, or installation of the replacement End Product;
- B. Injury to persons, damage to property, loss of income, profit or business, or any other indirect loss arising from or caused in any way by the defective End Product.

- 6.2 This warranty does not cover corrosion to perforation, paint flaking or peeling, wholly or partly due to an event or cause beyond the reasonable control of Mega Building Industries Pty Ltd, including without limitation each of the following:

- Defects attributed to faulty design, method of manufacture or installation of the End Product;
- Mechanical, chemical or other damage sustained during transport, handling, storage, erection or subsequent to erection;
- Attack from chemical agents (including sunscreen), fumes, liquids or solids other than direct rain falling onto the End Product;
- Contact with dissimilar metals, chemical agents, liquid from copper pipes;
- Failure to remove debris and/or allow free drainage of water from all surfaces on or around the end product;
- Installations subject to severe industrial or unusually corrosive environments at any time in the future;
- Accidental or intentional damage by a person or animal;
- Earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme natural events.



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6. Limitations and Qualifications

- 6.3 This Warranty does not cover nor extend to, in respect of the exterior coating system, normal weathering which includes a natural colour change of the galvanized finish.
- 6.4 This warranty does not cover against aesthetic surface corrosion including white corrosion or red rust.
- 6.5 The product must be installed, used and maintained in strict accordance to the Mega Anchor guidelines including all relevant technical information which is available from www.mega-anchor.com.au, and all applicable industry standards current at the date of installation.
- Where no standard applies, the material must be installed in strict accordance with the Manufacturer's published installation guidelines current at the time of installation;
- 6.6 This warranty excludes all other warranties, conditions, offers, promises or assurances, whether express or implied, except to the extent that such warranties, conditions, offers promises or assurances, cannot by virtue of law be so excluded.
- 6.7 If Mega Building Industries Pty Ltd provides you with new products (whether of the same or equivalent product) to replace the defective products covered by this warranty. The new products will be covered by this warranty for the remainder of its term as if the new products were the original products.
- Mega Building Industries Pty Ltd will not provide you with a new warranty in relation to the new products provided to you in accordance with this warranty.
- 6.8 Mega Building Industries Pty Ltd reserves the right to inspect the premises at which the End Products have been or will be used as part of the warranty registration process and/or inspect and conduct tests as necessary at any time after a claim is made under this warranty.
- 6.9 This warranty only applies to products supplied by Mega Building Industries Pty Ltd ABN 15 788 312 537.

7. Enquiries or Notification

- 7.1 Please note that any claim under this warranty Mega Building Industries Pty Ltd must be notified within a reasonable time (and in any event no more than 30 days) after you first noticed or ought reasonably to have noticed the issue/defect. If Mega Building Industries Pty Ltd is not notified of the claim within a reasonable time of you first noticing the issue/defect, Mega Building Industries Pty Ltd may in its absolute discretion deny the claim and Mega Building Industries shall have no liability under this warranty.
- 7.2 You will bear the expense of claiming the warranty.

Initiating a Claim

To initiate a claim under this warranty, contact Mega Building Industries Pty Ltd.
(+613) 9460 3721 or megaanchor@megabuildingindustries.com.au



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Product Performance Warranty Registration

Installer Details

Company Name:	
Installers Name:	
Installers Address	
Phone Number:	
E-Mail Address	
Project Details	
Job No:	
Project Address:	
Suburb/Town	
State:	
Post Code:	
Customer Details	
Customer Name	
Phone Number:	
E-Mail Address:	

Installation Summary:

Item	
Number of Mega Anchors Installed	
Pile Length	

Installation Documents:

Item	Documents (Entre file names below)
Mega Anchor Pile Test/ Pile Specification	
Mega Anchor Pile Log	
Mega Anchor Layout / Stump Layout	
Mega Anchor Bracing Specification	
Mega Anchor Bearer Connection	
Engineering Specification	
Soil Report	

Note: In the event of a claim the documents listed above will need to be supplied to complete the claim.