

SELF-DRILLING SCREW CORROSION RESISTANCE AND STRUCTURAL INTEGRITY WARRANTY

Effective from September 2025

1. Parties and Products

- 1.1 Hobson Engineering Co Pty Ltd ACN 000 289 958 (**Hobson**) offers high quality corrosion resistance and performance warranty for the structural integrity on the terms of this document for the products listed below (**Products**).

Products (**Self-Drilling screws**) covered by this Warranty include: Class 3; Class 4; X9® ProteXion™; 304 Bi-Metal; and 316 Bi-Metal.

- 1.2 In this warranty:

"Purchaser" means the person who acquires the Products from Hobson or from an authorised reseller of Hobson, whether for the person's own use, for installation in a building owned or controlled by the person, or for resupply or installation in the course of a business. Where the context requires, references to the Purchaser include the original owner of the building in which the Products are installed under clause 12.5.

2. Warranty Periods by Environment

- 2.1 Warranty periods are determined by reference to ISO 9223 atmospheric corrosivity categories. Table 1 sets out the applicable Warranty Periods and Product suitability.

Table 1 – Corrosion Resistant Warranty Periods in Years

ISO 9223 Category	Environment	Corrosivity	DX3™ Class 3	DX4™ Class 4	X9® ProteXion™	304SS Bi-Fix® Bi-Metal	316SS Bi-Fix® Bi-Metal
C2	Urban / Inland	Low	20	25	30	35	40
C3	Moderate Marine / Industrial	Medium	10	20	25	25	30
C4	Severe Marine / Industrial	High	NR*	15	20	20	25
C5	Very Severe Marine / Industrial	Very High	NR*	NR*	NR*	10	15

*Not Recommended.

- 2.2 Environmental descriptions are indicative only. Professional advice should be sought for category selection. This requires consideration based on site-specific assessment with reference to ISO 9223 and AS4312.

- 2.3 ISO 9223 CX (Extreme) environments are not covered by this Warranty unless Hobson has first provided written confirmation of suitability for the specific site and application prior to purchase. Before purchasing Products for potential CX-rated sites, Purchasers must disclose to Hobson in writing the site location, proposed application and any known environmental factors. Where Hobson has given written confirmation of suitability, that confirmation forms part of this Warranty. Where no disclosure is made and the site is subsequently assessed as a CX environment, Hobson's liability under this Warranty is limited to the extent that the non-disclosure contributed to the failure.
- 2.4 Where category boundaries apply, the higher corrosivity category applies.

3. Australian Consumer Law

- 3.1 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 of 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.

4. Warranty and Warranty Period

- 4.1 Hobson warrants to the Purchaser that the Products will not suffer loss of structural integrity due to natural corrosion during the applicable warranty period set out in Table 1 (**Warranty Period**). The Warranty Period commences on the Date of Purchase. For the purposes of this document, Date of Purchase means:
- (a) where the Products are purchased directly from Hobson, the date of delivery of the Products to the Purchaser
 - (b) where the Products are purchased through an authorised distributor or reseller, the date of delivery of the Products by the distributor or reseller to the Purchaser; or
 - (c) if no delivery date can be established from available records, the date of the tax invoice or receipt for the Products.

If the Date of Purchase cannot be established from documentary evidence, Hobson may apply a deemed Date of Purchase that is twelve (12) months before the date on which the warranty claim is made, unless the Purchaser provides documentary evidence of an earlier actual Date of Purchase. For the purposes of the Australian Consumer Law in no case will the Warranty Period be taken to have commenced more than twenty-four (24) months before the date on which the Products were installed.

- 4.2 During the Warranty Period, and subject to the terms of this document, Hobson will, at its option, replace the defective Products or supply equivalent Products, with Hobson's liability under this voluntary Warranty (and subject to any non-excludable rights under the Australian Consumer Law) limited to the reasonable cost of supplying replacement Products to the relevant site (being freight and delivery only) and not extending to the cost of removing, reinstalling or replacing the defective Products, or to any labour, change-out or other physical replacement works ("Warranty"), if:
- (a) the Products suffer a structural defect in materials or workmanship resulting in loss of structural integrity due to natural corrosion; and
 - (b) the Purchaser makes a written claim to Hobson in compliance with Clause 9 within the Warranty Period.
- 4.3 This Warranty relates to structural integrity of the screw only and does not cover aesthetic appearance, including staining, discoloration, coating dulling or paint degradation.

- 4.4 Unless the cause of loss of structural integrity is a manufacturing defect, this Warranty applies to the exposed fastener head and washer system only and excludes the threaded shank and concealed portions (Scope Limitation). Where the Purchaser is a consumer under the Australian Consumer Law, the Scope Limitation does not limit or exclude any right the Purchaser may have under the consumer guarantees in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), including the guarantee of acceptable quality under s 54 of the Australian Consumer Law, which applies to the Products as a whole. Hobson discloses at point of sale that this Warranty covers the exposed head and washer system only and that Purchasers should seek written confirmation from Hobson if they require warranty coverage for the threaded or concealed portions of the Products.
- 4.5 Where the Products in question are no longer in production, Hobson will supply replacement goods that are of the same type as, and are at least as acceptable as, the original Products, having regard to all relevant circumstances including the nature of the Products and the purpose for which they were acquired. Any replacement Product supplied under this Warranty to a non-consumer Purchaser is covered only for the unexpired balance of the original Warranty Period. Where the Purchaser is a consumer under the Australian Consumer Law, the replacement Product is covered for the period provided under s 264 of the Australian Consumer Law.
- 4.6 Hobson will base its initial determination of the applicable corrosivity category on the criteria set out in ISO 9223 and AS 4312 and the site information provided at the time of purchase. That determination will be made in good faith and in accordance with the applicable standards. If Hobson considers that materially incorrect site information was provided, Hobson may give written notice to the Purchaser of the proposed reassessment and the reasons for it. If the Purchaser disputes the proposed reassessment in writing within 20 business days of that notice, the applicable category will be determined by an independent NATA-accredited corrosion specialist agreed by the parties, or (failing agreement within 10 business days) appointed by the President of the Australasian Corrosion Association Ltd, whose determination will be final and binding on both parties. The cost of the independent determination will be borne by the party whose position was not upheld.

5. What the warranty does not cover

- 5.1 This Warranty does not cover defects or failures arising from or contributed to by any of the following:

Purchaser conduct and misuse

- (a) installation that does not comply with Hobson's written installation instructions, including failure to use a screw gun and to install at the recommended RPM;
- (b) improper installation, over-tightening, misuse or use in a manner inconsistent with project or use specifications or application requirements;
- (c) failure to carry out maintenance in accordance with Hobson's maintenance guidelines as set out in Clause 8;
- (d) wilful damage or modification of the Products outside Hobson's installation guidelines;
- (e) post-installation alterations to the building or structure in which the Products were installed that undermine the structural integrity of the Products;
- (f) installation of the Products into, or contact of the Products with, incompatible materials.

External events and causes

- (g) damage caused by sand, corrosion from other components, fire, vermin or animals;
- (h) damage caused by vandalism, neglect, storm, tempest, act of God, natural disaster, war, explosion or other unexpected external event or activity beyond the control of the Purchaser.

Aesthetic damage

- (i) cosmetic or aesthetic damage to the Products, including surface staining, discolouration, coating dulling or paint degradation, where such damage has not compromised the structural integrity of the Products.

ACL carve-out

Nothing in this Clause 5 limits or excludes any right the Purchaser may have under the consumer guarantees in the Australian Consumer Law.

6. Environmental Classification

- 6.1 The applicable corrosivity category is determined based on information provided at the time of sale and the criteria set out in ISO 9223 and AS4312.
- 6.2 If materially incorrect site information was provided, Hobson may reassess the applicable category for the purposes of this Warranty.
- 6.3 Micro-environments and microclimatic conditions, including crevice effects, sheltered zones, chemical deposition, galvanic interaction or persistent wetness, may materially reduce service life and are not fully assessed by the ISO 9223 corrosivity category framework alone. Where the Purchaser is aware of, or ought reasonably to be aware of, the presence of such conditions at the installation site, the Purchaser must disclose those conditions to Hobson in writing at the time of purchase and Hobson will confirm in writing whether the selected Product is suitable for those conditions. Where Hobson has given written confirmation of suitability, that confirmation forms part of this Warranty. Where no disclosure is made and micro-environmental conditions are later found to have materially contributed to the failure, Hobson's liability under this Warranty is limited to the extent that the non-disclosure contributed to the failure.
- 6.4 At or before the point of sale, Purchasers are encouraged to disclose all known site conditions to Hobson before purchase to enable an accurate determination of Product suitability. Hobson does not routinely assess every installation environment or issue suitability confirmations as part of the ordinary sale of Products. Where a Purchaser identifies unusual or complex micro-climatic or other site-specific conditions and requests guidance, Hobson may, in its discretion, provide a written site suitability confirmation in respect of those conditions. Where Hobson has provided a written site suitability confirmation, that confirmation forms part of this Warranty.

7. Conditions of Warranty

- 7.1 This Warranty applies only where the Products are correctly selected for the application and environment, installed in accordance with Hobson installation instructions and applicable standards and building codes, and used with compatible cladding, substrate and building materials.
- 7.2 Products must be installed using appropriate tooling and controlled torque practices to avoid over-driving, under-driving or stress fatigue.

8. Maintenance Requirements

- 8.1 The Purchaser must use reasonable endeavours to wash down the fasteners and surrounding surfaces with fresh water at least every six (6) months in low-to-medium corrosivity environments (ISO 9223 C2–C3) and at least every three (3) months in high to very-high corrosivity environments (ISO 9223 C4–C5), or where visible contamination build-up is observed. Hobson will make its written maintenance guidelines available to the Purchaser at the time of purchase and on request and will update those guidelines if the recommended intervals change during the Warranty Period.
- 8.2 This includes but not limited to the accumulation of or proximity to corrosive materials that would undermine the fasteners' integrity. Such corrosive materials include salt, reactive metals, moisture retaining substances and chemicals characteristic of severe marine environments, industrial exposure zones or chemical plants.
- 8.3 Where a Purchaser has materially failed to carry out maintenance in accordance with this Clause 8 and Hobson reasonably considers that the failure has contributed to the alleged defect, Hobson may give the Purchaser written notice identifying the specific maintenance obligation that has not been met and the basis on which Hobson considers it contributed to the defect. If the Purchaser does not remedy the non-compliance or provide a written response within 14 days of that notice, Hobson may reduce its liability under this Warranty to the extent that the Purchaser's material failure to maintain the Products in accordance with this Clause 8 has directly contributed to the defect. A single missed maintenance interval does not of itself constitute a material failure for the purposes of this clause.

9. Making a Claim

- 9.1 To make a claim under this Warranty, the Purchaser must notify Hobson in writing within the Warranty Period and:
- (a) where the Purchaser is a consumer under the Australian Consumer Law, within a reasonable time after the Purchaser becomes aware of the alleged defect; or
 - (b) where the Purchaser is not a consumer under the Australian Consumer Law, within ninety (90) days after the Purchaser first becomes aware of the alleged defect.
- Failure to notify within the period in paragraph (b) does not preclude a claim but may affect Hobson's ability to assess or remedy the defect; Hobson's liability under this Warranty in respect of a non-consumer claim notified after ninety (90) days is limited to the extent that the delay materially prejudiced Hobson's ability to investigate or remedy the defect.
- 9.2 Claims must include documentary evidence satisfactory to Hobson, including proof of purchase, details of maintenance, installation details, photographs and samples if requested.
- 9.3 The Purchaser must not undertake corrective action that prevents inspection of the alleged defect before Hobson has had the opportunity to inspect, except where immediate action is required for safety reasons.
- 9.4 Hobson may require access to inspect the Products at a mutually agreed time. Safe, clear and unobstructed access must be provided. Claims to be sent to Hobson via mail,
PO Box 320
Horsley Park NSW 2175,
or via email to warranty.claims@hobson.com.au

10. Transferability

- 10.1 This voluntary Warranty applies to the Purchaser during the Warranty Period and is personal to the Purchaser. It is not assignable or transferable by the Purchaser and cannot be enforced under this document by any subsequent Purchaser, owner, occupier or other person. This clause does not affect the rights of any consumer under the Australian Consumer Law, including the right of a person who acquires goods (or a building or structure in which the goods have been installed) to bring a direct action against Hobson as manufacturer under s 271 of the Australian Consumer Law in respect of a failure by the goods to comply with a consumer guarantee at the time they were supplied.

11. Warranties in addition to statutory rights

- 11.1 The rights and remedies provided under this document are in addition to, and do not exclude, limit or modify any right or remedy that the Purchaser may have under any legislation, including the consumer guarantees under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) and the rights to obtain a remedy under ss 259, 267 and 271 of the Australian Consumer Law. To the extent that any provision of this document is inconsistent with, or purports to exclude, restrict or modify, a right, remedy or guarantee conferred on the Purchaser by the Australian Consumer Law, that provision is void to the extent of the inconsistency. Nothing in this document is intended to be a representation that the rights conferred by the Australian Consumer Law are in any way modified, excluded or restricted by this document

12. Limitation of Liability

- 12.1 To the extent permitted by law, Hobson's liability under this voluntary Warranty is limited to replacement of the defective Products. Nothing in this document limits or excludes any rights or remedies available under the Australian Consumer Law.
- 12.2 To the extent permitted by law, and subject to the following paragraph, Hobson excludes all liability for indirect, incidental or consequential loss or damage arising out of or in connection with this Warranty, including loss of income, loss of profits or damage to other property. This exclusion applies only to transactions where the Purchaser is not a "consumer" within the meaning of s 3 of the Australian Consumer Law (that is, where the acquisition price exceeds \$100,000 and the goods are not of a kind ordinarily acquired for personal, domestic or household use). Where the Purchaser is a consumer under the Australian Consumer Law, nothing in this clause limits or excludes any right to compensation for reasonably foreseeable loss or damage under ss 259(4) or 272 of the Australian Consumer Law.
- 12.3 Hobson's liability under this warranty is limited solely to the replacement of the defective Products. Where the Purchaser is not a "consumer" within the meaning of section 3 of the Australian Consumer Law, the Purchaser bears all labour costs and all costs associated with the removal and return of defective Products to Hobson, unless otherwise agreed in writing by Hobson. Where the Purchaser is a consumer under the Australian Consumer Law, the cost allocation for making a claim under this Warranty is as follows: Hobson bears the reasonable costs of inspecting the Products and, if the claim is valid, the reasonable costs of supplying replacement Products; the Purchaser bears the reasonable costs of providing Hobson with access to the Products for the purposes of inspection. For the avoidance of doubt and subject to any non-excludable rights under the Australian Consumer Law, Hobson's liability under this voluntary Warranty is in all cases limited to the replacement of defective Products and the reasonable cost of supplying replacement Products to the relevant site (being freight and delivery only), and does not extend to the cost of removing, reinstalling or replacing the defective Products, or to any labour, change-out or other physical replacement works.

The environmental category descriptions in Table 1 and the guidance on ISO 9223 corrosivity classifications in this document are indicative only. They do not constitute site-specific advice. Hobson does not warrant that the environmental descriptions or corrosivity classification guidance in this document are accurate for any particular installation site, and Purchasers should seek independent professional advice for site-specific corrosivity category assessment. Nothing in this clause limits or excludes any liability of Hobson arising under the Australian Consumer Law or any other applicable legislation, or any liability arising from specific representations made by Hobson to the Purchaser in connection with the Products.

- 12.4 Any promise, representation or warranty made by a representative of Hobson in connection with the Products that is not set out in this document is not binding on Hobson unless it is confirmed in writing by a duly authorised officer of Hobson and provided to the Purchaser before or at the time of purchase. The Purchaser is encouraged to request written confirmation of any representation that is material to the Purchaser's decision to purchase the Products. Nothing in this Clause 12.4 limits or excludes any liability of Hobson arising under the Australian Consumer Law, including liability for misleading or deceptive conduct under s 18 of the Australian Consumer Law or for a breach of an express warranty under s 59 of the Australian Consumer Law.
- 12.5 This Warranty is offered to the original owner of the building in which the Products are installed.