

## LIMITED MANUFACTURER'S WARRANTY

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.

1. The Warranty

The **Supplier** warrants that the **Product** is free from defects in workmanship and materials for the **Warranty Period**.

2. What the Supplier must do if the Product is defective

Subject to the conditions of warranty set out in clause 3, if the **Product** is found to be defective and is returned to the place of purchase at the purchaser's expense during the **Warranty Period**, the **Supplier** will repair or replace the **Product** free of charge.

3. What the purchaser must do to claim under the Warranty:

In order to claim under the Warranty, the purchaser must:

- 3.1 Be able to show that the damage or defect has arisen solely from faulty materials or workmanship;
- 3.2 Be able to show that the **Product** has not been misused, mistreated, damaged or neglected by physical means including but not limited to fair wear and tear, accidents or act of God after purchase;
- 3.3 Be able to show that it has fulfilled its **Product Maintenance Obligations**;
- 3.4 Be able to show that the **Product** has not been used in a manner inconsistent with the **Prescribed Purpose**;
- 3.5 Be able to show that the **Product** has not at any time been:
  - (a) attached to; nor
  - (b) fixed to; nor
  - (c) installed such that it is touching;

Any other metallic objects or materials which are not aluminum;

- 3.6 Be able to show that It was the original purchaser by production of the original receipt of purchase clearly showing the Date of Purchase;
- 3.7 Be able to show that the Date of Purchase was on or after 1 March 2010 (as the Warranty shall not in any circumstances apply to Product purchased prior to 1 March 2010).
- 3.8 Pay all transportation charges incurred in returning defective **Product** (or parts thereof) for repair, together with the cost of returning them to the purchaser.

4. Other Important Information in relation to the Warranty

- 4.1 The Liability of the **Supplier** pursuant to this Warranty is (to the extent it is lawful to do so) limited to the cost of repair or replacement of the **Product**. The Supplier shall not in any circumstances be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising from the Product or its use or application by the purchaser.
- 4.2 This Warranty is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorized by the **Supplier**, including but not limited to purchases from internet auction sites.
- 4.3 Should the **Product** prove to be irreparable, the **Supplier** reserves the right to substitute an equivalent product if available or to retract the Warranty if no replacement is available.
- 4.4 The benefits provided to the purchaser by the Warranty are in addition to other rights and remedies available to the purchaser

5. Who is giving the Warranty?

The entity giving the warranty is : Protector Aluminum Pty Ltd C/- 2a Page Street, Kunda Park, Qld, 4556. Phone : 07 5476 5022. Fax : 07 5476 5535. Email : sales@protectoraluminium.com.au.

**Definitions:**

“the Date of Purchase” means the date the Product is purchased as evidenced by the properly dated receipt issued to the purchased at the time of purchase.

**"Life of the Product"** means the period commencing on the Date of Purchase and continuing until the earlier of :

- (i) the death of the purchaser; and
- (ii) the date the purchaser assigns, transfers or otherwise divests itself of title or ownership to or of the Product; and
- (iii) the expiration of the serviceable life of the Product which for the purposes of this warranty shall be the date upon which the components and or materials used by the Supplier to manufacture the Product are no longer available; and
- (iv) the date which is twenty-five (25) years from the Date of Purchase.

**"Product Maintenance Obligations"** means washing down the Product with warm water containing a mild detergent (non-acidic and non alkaline) and using a soft non abrasive cloth;

**"the Product"** means Type 1 Products;

**"the Supplier"** means Protector Aluminum Pty Ltd

**"Type 1 Products"** means tubular aluminium panels and gates with a minimum of six (6) welds per picket to the rails of a panel or the frame of a gate including any internal rails of the gate BUT SPECIFICALLY EXCLUDING face welded products;

**"the Warranty Period"** means :

- (i) in the case of Type 1 Products, for the Life of the Product;

**"the Prescribed Purpose"** means for use as pool fencing or similar but specifically excludes animal enclosures, racks, shelves, car barriers, climbing devices and other weight bearing or inappropriate uses.