

WARRANTY STATEMENT

In addition to the rights and remedies that you have under the Australian Consumer Law or any other applicable law, the Seller (**Seller**) provides the following warranty against defects (**Warranty**):

1. Warranty

- 1.1 Subject to clause 1.2 and clause 1.3 the warranty period, where the Seller will repair or replace the Product without charge, for Products purchased by you from the Seller (**Product**) that prove defective by reason of improper workmanship or material components (and none of your statutory rights or remedies apply) is as follows:
- (a) For Standard Cycle Use Products - twelve (12) months from the date of purchase of the Product from the Seller;
 - (b) For High Cycle Use Products – the greater of 10,000 cycles or six (6) months,

(Warranty Period)

For the purpose of this clause **High Cycle Use Products** means Products that are specified in writing as High Cycle Use Product by the Seller at the time of purchase. A Standard Cycle Use Product means anything that is not a High Cycle Use Product.

1.2 This warranty does not cover:

- (a) normal fair wear and tear;
 - (b) High Cycle Use Products that have not been serviced by a competent service provider of products similar to the Product at the earlier of every three (3) months or 5000 cycles.
 - (c) defects, loss or damage caused directly or indirectly by or as a result of:
 - (i) any masonry rendered products or other surfaces cracking or collapsing during installation of any Product;
 - (ii) any defect or deterioration of timber (including drying out) after installation of any Product;
 - (iii) any weakening or collapse of the structure to which the Product is affixed occurring any time after installation;
 - (iv) any damage to or deterioration in the condition of the Product occurring in transit by your nominated or appointed carrier or occurring after delivery and prior to installation of the Products;
 - (v) any defect (including defects in component parts or accessories) arising from or attributable to the failure to carry out normal preventive maintenance or adjustment. Standard Cycle Use Products must be serviced by a competent service provider of products similar to the Product every twelve (12) months. High Cycle Use Products must be serviced by a competent service provider of products similar to the Product at the earlier of every three (3) months or 5000 cycles;
 - (vi) any Product being installed within 800 metres of the sea or other body of water of equivalent or greater salt concentration or in an area subject to industrial fall out;
 - (vii) any additional defect damage or deterioration arising from or attributable to the operation of the Product after it is known to be defective;
 - (viii) any fault or surge in customer's electricity supply;
 - (ix) the Product striking an immovable object during travel or use;
 - (x) the servicing of the Product by a third party not associated with the Seller.
 - (d) wind, hail or water damage of any kind whatsoever unless stated otherwise on any quotation provided by the Seller;
 - (e) the Product where the defect, loss or damage is caused directly or indirectly by or as a result of the fitting or installation of the Product by a third party (accredited or not) not associated with the Seller;
 - (f) inherent defects in steel or other material used in the manufacture of the Products. The Seller will use best endeavours to procure and assign to the Customer the benefit of the warranty of the manufacturer of the steel or other material;
 - (g) any painting, powder coating or other surface application to the Products, whether procured by you or the Seller on behalf of the Customer. For the avoidance of doubt, the Seller will not be liable for any damage to paint, powder coating or other surface application to the Products where such damage is caused by a moving part, rubbing, scuffing of such area nor where the Products are located in a corrosive environment.
- 1.3 Notwithstanding clause 1.1, particular Products sold by the Seller may have a Warranty Period which differs from that set out in clause 1.1. If you purchase a Product listed in any Appendix, that Product will have a Warranty Period as stated for that Product in the Appendix.

2. Claim

2.1 In order to claim under this Warranty you must:

- (a) Contact the Seller within the Warranty Period on the Contact Information provided below; and
- (b) Provide to the Seller:
 - (i) details of the Product;
 - (ii) a detailed description of the defect;
 - (iii) your personal details;
 - (iv) proof of purchase of the Product (including supplier, date and place of purchase and identity of Product).

2.2 Any Product the subject of a warranty claim may only be returned to the Seller by prior arrangement with the Seller.

2.3 You must bear the expense for the return of the Product and such other expenses incurred by you and associated with a warranty claim.

3. Contact information

Contact: Warranty officer
Return Address: 20 Randle Road, Pinkenba QLD 4008
Contact Number: 07 3260 1080
Email: sales@ezirroll.com.au

4. General

- 4.1 Warranty claims will be processed by the Seller in a timely manner and reports made available to you providing information pertaining to your warranty claim.
- 4.2 If you require a warranty claim to be rectified outside normal business hours in the State where the Product is located, the Seller reserves its right to charge you a reasonable call out fee, which fee will be advised to you at the time of your contact with the Seller. The Seller is not obliged to rectify any warranty claim outside normal business hours.
- 4.3 The Seller may at its discretion elect to repair or replace the Products. The Seller may also at its discretion elect to substitute the Products with a similar alternative product of the Seller's choosing.
- 4.4 The Seller does not have to repair or replace the Products under this Warranty if this Warranty does not apply, this Warranty is voided, the Products have been modified, disassembled, misused, improperly or inappropriately installed, operated or repaired, abused, damaged or not maintained in accordance with the manufacturer's instructions.
- 4.5 This Warranty is limited to repair, replacement or substitution of Products only. To the extent permitted by the law, the Seller will not be liable for any loss or damage caused to property or persons arising from any cause whatsoever.
- 4.6 This warranty is only valid and enforceable in Australia.
- 4.7 Australia: 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.