

## Alumi-Tech: Product Warranty

Alumi-Tech Pty Ltd ("the company") warrants to repair or replace any part or the Product ("the goods") with a manufacturing or structural defect resulting in the Product not performing in accordance with its specifications for the described warranty period applicable to the product from the date of purchase ("the warranty period") subject to the following terms and conditions :

1. The warranty is extended to the original consumer/end user and any benefit may not be assigned or transferred to any subsequent purchaser or owner of the Product
2. The company's liability is limited to the goods replacement or repair only and the repair or replacement of the product will be at the sole option of the company. Should the company agree to repair the product, the company will decide how the repair works are undertaken and to what extent.
3. The company will determine whether or not the product has performed in accordance with its specifications. The company reserves unto itself the sole right to make the final decision as to whether there is a defect in materials and/or workmanship and whether or not the product is within the warranty.
4. This warranty may not be amended, altered or extended in any manner whatsoever without the prior written consent and approval of an authorised officer of the company.
5. The Product must not have previously been altered or repaired by anyone other than the company.
6. The company's normal standards and tolerances are not deemed to be defects nor are accepted industry variations in powder coat finishes on metal products or differences in fabric colours and patterns.
7. Claims under this warranty must be made in writing, within 7 days of the defect occurring and must include all necessary documentation including the retail purchase receipt showing the retailer's name and date of purchase. Claims are to be made through the store of purchase. The purchaser is responsible for expenses incurred should the company request visual inspection of the goods
8. These terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the products or any part of the products. This includes representations not made by the company relating to the performance of the products or any part of the products or the results that ought to be expected from using the product
9. Fabrics are covered solely by the Fabric Manufacturer/Suppliers warranty terms



10. If identical materials are not available at the time of the warranty claim for repair or replacement, the company reserves the right to substitute materials or product of equal quality
11. This warranty is in addition to the rights granted by relevant State and Federal laws, and in particular The Trade Practices Act 1974 and corresponding State Fair Trading Legislation
12. The product must be cared for in accordance with the care instructions supplied by the company or labelled on the Product
13. **This warranty does not cover:**
  - damage caused by normal wear and tear
  - if the goods have been used for outdoor use
  - surface scratches, dents, chips, marks or accidental breakages
  - damage as a result of incorrect assembly of self-assembly products
  - damage due to the application of chemicals, cleaners or conditioners not approved or recommended by the company
  - Use of the product in a manner or format not endorsed by the company or disclosed to the company
  - loss and/or damages (direct or consequential) resulting from the use of the product where such use is not in a manner consistent with normal practices of use and/or is inconsistent with the intended purpose of the product
  - damage caused by water or corrosive materials, such as, but not limited to acids, solvents, dyes, inks, paints, human or animal materials
  - damage resulting abuse, force majeure or acts of nature
  - damage caused by improper cleaning
  - damage incurred during handling, installation or transportation of the product by sub-contractors that have not been engaged by Alumi-Tech

**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 or damage. You are 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.**

Alumi-Tech Pty Ltd

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