

# FOILBOARD AUSTRALIA

## WARRANTY AGAINST DEFECTS

In this Warranty:

**We, us, or our** means Foilboard Australia Pty Ltd (ACN 007 144 363) and our contact details are set out at the end of this warranty;

**You, or your** means the person, organisation or entity specified in the Agreement;

**Agreement** means the agreement between us and the purchaser of our Goods, or any agreement between us and a Supplier.

**Goods** means the product or equipment supplied to you by us or by our Supplier, pursuant to the Agreement; and

**Supplier** means the authorised distributor or retailer of the Goods that sold you the Goods in Australia.

This warranty is attached to and forms part of Agreement.

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 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 Warranty

- 1.1 We provide this Warranty to you in addition to any rights or remedies you have under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**).
- 1.2 Subject to the terms of this Warranty, if during the first 25 years from the date of purchase of the Goods from the Supplier (**Warranty Period**) the Goods prove defective by reason of improper workmanship or materials, we will resupply the Goods or issue a full or partial refund to you with respect to any amount paid for the defective part (or all) of your Goods. Your Consumer Law Rights may extend beyond the Warranty Period.
- 1.3 If any materials, parts or features required to facilitate any repair or replacement pursuant to clause 1.2 are unavailable or no longer in production, or your model of Goods is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials, parts, features or model.

### 2 Making a valid warranty claim

- 2.1 To claim the benefit of this Warranty, you must:
  - (a) notify us by email as soon as you become aware that the Goods are defective with evidence of proof of purchase of your Goods from us or the Supplier and a description and photographs of the claimed defect;
  - (b) allow us sufficient access to your site to inspect your Goods;
  - (c) provide any other information reasonably required by us to assess your claim.
- 2.2 Where you return the Goods as part of a Warranty claim under this clause 2.1, you will need to cover any associated costs of you returning the Goods to us.
- 2.3 Where we accept your claim under this Warranty, clause 1.2 will apply.

### 3 When this warranty applies and when it does not

- 3.1 This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:
  - (a) act or omission, accident, or negligence by you or any third party not engaged by us (including any third party installer of your Goods);
  - (b) failure on your part to follow any instructions or guidelines (including any manual) provided by us in relation to your Goods or properly maintain your Goods in accordance with any of our instructions or guidelines (including any manual);
  - (c) use of your Goods otherwise than for any application or use specified by us;
  - (d) continued use of your Goods (where such use is not reasonable) after any defect in your Goods becomes apparent or would have become apparent to a reasonably prudent person;
  - (e) inappropriate storage that does not comply with our handling and storage guide;
  - (f) where the Goods have been installed within 500 metres of the sea, where the Goods not being contained in an enclosed unventilated air space;
  - (g) incorporation or installation of fixtures, appliances or other items into your Goods;

- (h) failure by you to notify us of any defect in your Goods within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect;
- (i) reasonable wear and tear of your Goods;
- (j) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our reasonable control);
- (k) installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Goods by you or any person other than us; or
- (l) installation of the Goods not in accordance with our installation guidelines and/or the Australian Standards.

3.2 **Additional Expenses:** Any works or services requested by you to be performed by us including any work or services that are additional to repairs carried out by us pursuant to clause 1.2 and deemed by us to not be covered under this Warranty may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

#### 4 General

- 4.1 **Agreement prevails:** This Warranty is subject to the Agreement and in the event of any inconsistency or ambiguity between this Warranty and the Agreement, the Agreement will prevail.
- 4.2 This Warranty is only valid and enforceable in Australia and is governed by the laws of Victoria.
- 4.3 **No third party reliance:** The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.
- 4.4 **No Assignment or transfer:** This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.
- 4.5 **Severance:** If any provision of this Warranty is held to be void, invalid or illegal or unenforceable in any jurisdiction, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or part of that provision) will be severed from this Warranty without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

#### Contact us for further details:

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